

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 135	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W56HZV-05-R-0304	
6. Solicitation Issue Date		7. For Solicitation Information Call:		A. Name DONALD ALEXANDER		B. Telephone Number (No Collect Calls) (586) 574-5013	
8. Offer Due Date/Local Time 2005MAY16 03:30pm		9. Issued By TACOM WARREN AMSTA-AQ-ADBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: ALEXANDDD@TACOM.ARMY.MIL		Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 333120 Size Standard:	
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms		13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) <input checked="" type="checkbox"/>		13b. Rating DOA4	
14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. Deliver To SEE SCHEDULE		Code		16. Administered By Code	
17. Contractor/Offeror Code Facility		18a. Payment Will Be Made By Code		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum		17b. Check If Remittance Is Different And Put Such Address In Offer	
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)		21. Quantity		22. Unit	
23. Unit Price		24. Amount		25. Accounting And Appropriation Data		26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda				<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 1 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> 29. Award Of Contract: Ref. Offer Dated . Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

A critical need exists for deployable excavation, mobility, survivability and counter-mobility support to units deployed in Operations Iraqi Freedom (OIF) and Enduring Freedom (OEF). The High Mobility Engineer Excavator (HMEE) Type III is a commercial off-the-shelf backhoe loader with minor military modifications which is intended as a rapid solution to meet this need. The HMEE Type III will conform to Purchase Description (PD) 2346 that was developed from the requirements outlined in the Operational Requirements Document (ORD) for the HMEE Type I, dated 15 Aug 00, approved by TRADOC, 23 Oct 00 (CARD #06014).

ACQUISITION STRATEGY

The information below describes our planned acquisition approach. It reflects the quantities currently projected in the Army's funded budget. The solicitation, W56HZV-05-R-0304, its clauses, scope of work, PD and associated information are posted on the HMEE Type III home page on the World Wide Web at the following site:

<http://contracting.tacom.army.mil/comveh/bhl/bhl.htm>

The Government will regularly post all changes/amendments/updates to the solicitation as well as answers to any industry-generated questions, on this site. Certain documents will only be published on the web page. Offerors are responsible to periodically review and monitor the HMEE Type III home page to ensure they have the most current information for this solicitation. If you have any questions regarding web access, direct them to the TACOM Electronic Contracting Help Desk at email: acqcenweb@tacom.army.mil

The Government's goal is to buy up to 511 HMEE Type III's on a Best Value basis using a five (5) year, firm fixed price requirements production contract.

This Request For Proposal (RFP) covers the entire production requirement for the HMEE Type III. The Government will use formal source-selection procedures to select the offeror whose proposal represents the Best Value to the Government. An offeror's submission must be a complete, stand-alone proposal covering all solicitation requirements. The Government reserves the right to award this contract without conducting discussions. An offeror's proposal must be comprehensive, fully responsive to the information requested in the solicitation, and reflect the offeror's best prices.

Evaluation/Selection

Based on the criteria set forth in Section M of this RFP, the Government intends to award one contract for vehicle production and one contract for Interim Contractor Logistics Support to the responsible offeror whose proposal, in the Source Selection Authority's opinion, represents the best value to the Government.

Offerors are cautioned to carefully review cost, schedule and performance requirements of this solicitation. Particular attention is required in Section L, which instructs the offeror how to present its proposal, and Section M, which sets forth the award criteria in their relative order of importance, and the basis for best value selection.

Evaluation Criteria

Evaluation criteria consist of four factors (in order of importance):

- Reliability
- Logistics
- Price
- Logistic Past Performance/Small Business Participation

UNUSUAL OR KEY FEATURES

Schedule

Contract Award is needed by 30 June 2005 to meet a First Unit Equipped (FUE) date of January 2006. This aggressive schedule allows 45 days for proposal preparation and submission, with approximately 45 days for proposal evaluation and award. The Government does not intend to extend the closing date of the RFP nor conduct discussions. The anticipated acquisition schedule is posted on the HMEE Type III website, URL: <http://contracting.tacom.army.mil/comveh/bhl/bhl.htm>. Offerors are encouraged to review the anticipated acquisition schedule.

Pre-Proposal Conference

The Government will host a Pre-Proposal Conference on 12 April 2005 in order to help reduce the risk imposed by the HMEE Type III's

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aggressive acquisition schedule. The Government will review the Purchase Description and Sections L and M of the RFP during the conference, focusing on unusual or key features of the solicitation. Prior to and during the conference, offerors will be provided an opportunity to ask questions anonymously relating to any portion of the RFP. As many questions as possible will be answered during the conference. All questions and answers will ultimately be posted on the HMEE III acquisition website and will remain anonymous. Details of the Pre-Proposal Conference will be posted to the HMEE Type III acquisition website.

Incentives

We are offering three incentives in the contract to encourage early delivery of test vehicles, early delivery of a supplemented Operator's Manual, and early delivery of the Maintenance Manual and the Repair Parts and Special Tools List. Early delivery of test vehicles and the supplemented Operator's Manual will allow us to meet fielding requirements for Operations Iraqi Freedom and Enduring Freedom. Early delivery of the Maintenance Manual (i.e., Technical Manual) will allow us to transition to organic logistics support and meet Full Material Release requirements. Please see clauses H.12, H.13, and H.14 for details.

Commercial Representative Vehicle for Evaluation

As part of their proposal submittal, offerors will be required to deliver one backhoe loader (less military unique modifications), with an Operators Manual and no more than one operator/trainer (no other contractor representatives will be permitted) to Aberdeen Proving Grounds (APG), Md. The vehicle shall be the standard commercial model identified in the Technical Information Questionnaire (TIQ). The incorporation of military unique configuration changes (CARC paint, MIL-STD-209 Lift and Tiedowns, C-130 Aircraft transportability, NATO Slave Connector) is not required for this vehicle.

Technical

The HMEE Type III Purchase Description contains technical requirements that have both threshold (required) and objective (desired) performance levels. Threshold requirements are those minimum essential capabilities necessary to meet military operational needs. Offerors MUST propose to meet all THRESHOLD performance levels. Offerors MAY propose to supply objective capabilities in excess of the threshold performance levels. Offerors shall establish conformance to Threshold requirements by submitting responses to a Technical Information Questionnaire (TIQ) found in Attachment 2 to the RFP for the their proposed vehicle.

Reliability

The Government will assess Reliability as part of the competitive source selection process. If an offeror is unwilling to submit specific documents with their written proposal, but is willing to provide access to such data at its facility, the Government evaluation team may travel to the offeror's facility to view such data. See Sections L and M of the RFP for details.

Interim Contractor Logistics Support

The Government intends to award an Interim Contractor Logistics Support(ICLS) effort for the HMEE Type III under a separate Time and Materials contract that will be awarded to the winning offeror of the HMEE Type III production contract. ICLS will continue while the Technical Manual development and organic provisioning efforts are completed (likely 12-24 months after contract award). The scope of work for this contract is at Attachment 8. Details on the evaluation of this effort are located in Sections L and M of the RFP.

Pre-Proposal Submission Requirements

Offerors will provide the government three complete standard commercial Operator Technical Manuals (TM) that reflect and support the vehicle configuration being offered no later than 20 days after the release of the RFP. Note that the delivery date for the Operator TM(s) is prior to the submission of the rest of the proposal. The Operator TM(s) submitted shall represent the baseline for the offeror's proposal. See Section L of the RFP for details.

New Equipment Training

New Equipment Training will be held at all fielding sites. Fieldings will occur at locations within the Continental United States (CONUS), Outside Continental United States (OCONUS) in non-contingency and contingency locations. See Section C.6.2.7.1 for details.

Logistics Past Performance

Offeror's Past Performance will be evaluated only in terms of Logistics efforts. See Section L & M of the RFP for details.

Unique Item Identification (UID)

The Department of Defense (DoD) mandated that Unique Item Identification be included in all applicable solicitations effective January 1, 2004. The Unique Item Identification requirement is located in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.211-7003, Item Identification and Evaluation, and also in paragraph 3.5.4.4 of the HMEE Type III Purchase Description. In short, the vehicle, major components and assemblies, and repairables with a cost of \$5,000 or more must be marked with a UID. However, there

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are many options available on how to mark the items, and two different constructs to choose from when marking. Please read the UID presentation on the HMEE III website for additional information. Offerors must complete Attachment 3 of the RFP, indicating which components will be marked.

Operator Armor Protection

The offeror selected to produce the HMEE Type III shall assist the government with a feasibility study on adding ballistic protection (up-armor) to the cab of the vehicle to increase operator survivability. Two one-week trips to TACOM will be required in the performance of this effort. The offeror's involvement in the feasibility study will be as the technical expert on the base vehicle. Prior knowledge or experience in the design and application of ballistic protection is not required. At the conclusion of this feasibility study, the government will decide whether or not to continue development of ballistic protection for the HMEE Type III. Any additional effort required from the offeror for a follow-on effort will be negotiated at the conclusion of the feasibility study.

Data and Reporting Requirements

The HMEE Type III includes new data requirements related to: packaging information, New Equipment Training material developed in an Automated Systems Approach to Training (ASAT) format (option), and Configuration Management. There is also a new reporting requirement for services: each year, the contractor must report on the dollars and hours of services provided. (For this contract, this reporting requirement is limited to NET classes and the ICLS effort.) See section C of the RFP for details.

*** END OF NARRATIVE A 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2004

- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Provision]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NOTE: DO NOT FILL PRICING INFORMATION IN SECTION B. COMPLETE ALL CLIN PRICING INFORMATION IN ATTACHMENT 014, PRICING SHEET.</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST DIGIT SIGNIFIES THE APPLICABLE ORDERING PERIOD, i.e., 1001 AND THE LAST THREE DIGITS SIGNIFY THE ITEM AND CLIN 1001 IS FOR THE FIRST ORDERING PERIOD FIRST ITEM CLIN 2001 IS FOR THE SECOND ORDERING PERIOD FIRST ITEM.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING PERIOD</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING PERIOD</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING PERIOD</u> OF THE CONTRACT IS 730 DAYS THROUGH 1094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING PERIOD</u> OF THE CONTRACT IS 1095 DAYS THROUGH 1459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING PERIOD</u> OF THE CONTRACT IS 1460 DAYS THROUGH 1824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING PERIOD.</p> <p>(End of narrative A002)</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<p><u>FIRST ARTICLE TEST VEHICLE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>HMEE Type III First Article Test Vehicles</p> <p>FAT price to include engineering cost, Contractor FAT Report, Contractor Support of Government Test Tester Training, Shipping from Contractor's plant to Test site and return.</p> <p>PER SCOPE OF WORK SECTION E PARAGRAPH'S E.3 THROUGH E.7, SECTION C PARAGRAPH C.6.2.4, SECTION F PARAGRAPH F.1</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u></p>	6		\$ _____	\$ _____
1002	<p><u>HMEE TYPE III PROD VEH 1ST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Production Quantity</p> <p>Price includes BII, COEI, ISP, Hand off, and UID</p> <p>PER PURCHASE DESCRIPTION ATPD-2346 AND SCOPE OF WORK SECTION C PARAGRAPH'S C.1, C.5, C.11 AND C.6.2.2.</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u></p>	75		\$ _____	\$ _____
1003	<p><u>TRANSPORTATION - VEHICLE 1ST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE</p> <p>See Attachment 011 to input Zone rates</p> <p>PER SECTION D PARAGRAPH'S D.2 and D.3</p> <p>(End of narrative A001)</p>	75			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	<p><u>CONTRACT DATA ITEMS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contract Data Requirements in accordance with paragraph C.X.X "DATA REQUIREMENTS" and DD1423s, Exhibit A Contract Data Requirements List (CDRL).</p> <p>The FOB points, delivery schedules and Destinations are set forth on the DD1423.</p>				
A001	<p>Configuration Changes</p> <p>Contractor shall deliver reports Per Exhibit A CDRL A001 and Scope of Work Section C paragraph C.4 and C.4.1.6 Configuration Change Report.</p>				\$_____NSP_____
A002	<p>Engineering Change Proposal (ECP)</p> <p>Contractor shall submit an ECP upon request from the Government per Exhibit A CDRL A002 and Statement of Work Paragraph C.4.2.</p>				\$_____NSP_____
A003	<p>Warranty Implementation</p> <p>The contractor shall prepare a report which contains the warranty implementation date by vehicle serial number, shipping destination, and DODAAC in accordance with Exhibit A CRDL A003 and Statement of Work Paragraph C.5 d.</p>				\$_____NSP_____
A004	<p>LMI Summaries</p> <p>Contractor shall deliver the summary maintenance analysis per Exhibit A CDRL A004 and Statement of Work Paragraph C.6.2.1.</p>				\$_____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	NWMR Candidate List Contractor shall deliver draft NWMR candidate list per Exhibit A CDRL A005 and Statement of Work Paragraph C.6.2.2.1.				\$ _____
A006	NWMR Data Summary Contractor shall prepare the draft NWMR Data Summary per Exhibit K, Exhibit A CDRL A006 and Statement of Work Paragraph C.6.2.2.3				\$ _____
A007	Provisioning Parts List (PPL) Contractor shall make available the LSA Report at all Provisioning Conferences per Exhibit A CDRL A007 Exhibit C and Statement of Work Paragraph C.6.2.4.1.				\$ _____
A008	Provisioning Illustrations The contractor shall make available the illustrations per Exhibit A CDRL A008 and Statement of Work Paragraph C.6.2.4.3.				\$ _____
A009	Provisioning Illustrations The contractor shall make available the illustrations per Exhibit A CDRL A009 and Statement of Work Paragraph C.6.2.4.4.				\$ _____

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A010	Screening Results Contractor shall make available the draft hardcopy screening results per Exhibit A CDRL A010 and Statement of Work Paragraph C.6.2.4.5.				\$ _____
A011	Packaging Instructions Contractor shall submit the LMI packaging data per Exhibit A CDRL and as clarified in Exhibits D and E and Statement of Work Paragraph C.6.2.5.2 and C.6.4.1.5				\$ _____
A012	Special Packaging Instructions (SPI)_ Contractor shall submit the SPI per Exhibit A CDRL A012 and Statement of Work Paragraph C.6.2.5.3 and C.4.1.5				\$ _____
A013	Packaging Test Reports Contractor shall submit validated Test Reports per Exhibit A CDRL A013 and Statement of Work Paragraph C.6.2.5.4 and C.4.1.5				\$ _____
A014	COTS and SD Operator TM Contractor shall deliver the draft validated COTS manual with Supplemental data per Exhibit A CDRL A014 and Statement of Work Paragraph C.6.2.6.1.				\$ _____

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A015	Operators Manual Contractor shall deliver the Electronic Operators Manual per Exhibit A CDRL A015 and Statement of Work Paragraph C.6.2.6.1.6.				\$ _____
A016	Repair Parts and Special Tools Lists (RPSTL) Contractor shall deliver the draft RPSTL per Exhibit A CDRL A016 and Statement of Work Paragraph C.6.2.5.1.				\$ _____
A017	COTS Maintenance Manual Contractor shall deliver the draft validated COTS maintenance manual per Exhibit A CDRL A017 and Clarified by Exhibit F and per Statemant of Work Paragraph C.6.2.6.1.				\$ _____
A018	Maintenance and RPSTL Manuals Contractor shall deliver the electronic manuals per Exhibit A CDRL A018 and Statement of Work Paragraph C.6.2.6.1.6				\$ _____
A019	COTS Technical Manuals Contractor shall deliver their existing technical manuals per Exhibit A CDRL A019 and Statement of Work Paragraph C.6.2.6.1.8.				\$ _____ NSP _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A020	Training Materials Contractor shall deliver the training course outline per Exhibit A CDRL A020 and Statement of Work Paragraph C.6.2.7.2.1.				\$ _____
A021	Training Materials Contractor shall submit draft lesson guides per Exhibit A CDRL A021 and Statement of Work Paragraph C.6.2.7.2.2.				\$ _____
A022	Training Materials Contractor shall submit draft lesson guides per Exhibit A CDRL A022 and Statement of Work Paragraph C.6.2.7.2.2.2.				\$ _____
A023	Training Materials Contractor shall submit a Student Attendance Report per Exhibit A CDRL A023 and Statement of Work Paragraph C.6.2.7.2.3.				\$ _____
A024	Technical Report Study/Services Contractor shall submit a Diagnostic Testability Analysis per Exhibit A CDRL and Statement of Work Paragraph C.7.				\$ _____
A025	Special Equipment Tools and Test Equipment List Contractor shall deliver a draft list per Exhibit A CDRL A025 and Statement of Work Paragraph C.8.				\$ _____

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A026	Transportability Report Contractor shall submit the initial report per Exhibit A CDRL A026 and Statement of Work Paragraph C.9				\$ _____
A027	Safety Assessment Report Contractor shall deliver a draft report per Exhibit A CDRL A027 and Statement of Work Paragraph C.10.				\$ _____
A028	Hazardous Materials Management Program Report Contract shall submit the initial report per Exhibit A CDRL A028 and Statement of Work Paragraph C.11				\$ _____
A029	Contract Field Service Report Contract shall submit the report per Exhibit A CDRL A029 and Statement of Work Paragraph C.13.				\$ _____ NSP _____
A030	Camouflage Line Art Data Contractor shall submit drawings per Attachment A CDRL A033 and Statement of Work paragraph C.16.				\$ _____
A031	Failure Analysis and Corrective Action Report Contract shall Deliver and respond to each incident report per Exhibit A CDRL A031 and Statement of Work Paragraph E.5. (End of narrative B001)				\$ _____ NSP _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	<p><u>VEHICLE STORAGE COSTS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Storage Quantity Estimated</p> <p>The one-time charge for entering and removing each vehicle from storage IAW Section C.14 is:</p> <p>ONE TIME CHARGE \$_____</p> <p>The price for storage of one vehicle for a 30 day period is:</p> <p>30 DAY STORAGE CHARGE: \$_____</p> <p>The contractor shall maintain the vehicles in accordance with its standard commercial procedures as provided in response to paragraph C.6.2.6.1.2 to preclude deterioration of the vehicles and all of their components.</p> <p>The contractor shall receive a one-time payment for each vehicle that is placed in storage. This payment includes a fixed amount for taking the vehicle to the storage location, placing it in storage, and any re-inspection required. It also includes a monthly storage fee. The government will pro-rate the monthly storage fee for the vehicles stored for any period less than a full month on a daily basis.</p> <p>PER SCOPE OF WORK SECTION C PARAGRAPH C.14</p> <p style="text-align: center;">(End of narrative B001)</p>	1			\$_____
1006	<p><u>ARMOR ASSESSMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>VEHICLE ASSESSMENT FOR ARMOR</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.17</p> <p style="text-align: center;">(End of narrative B001)</p>	1			\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor Manpower Reporting (CMR) (Applicable to NET training classes and Contractor Technical Assistance only)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.8</p> <p>(End of narrative A001)</p>				\$ _____
1008	<p><u>I&KPT OPERATOR 1ST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>OPERATOR TRAINING (CONUS) AT CONTRACTORS FACILITY</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>	1			\$ _____
1009	<p><u>I&KPT MAINTENANCE 1ST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>MAINTENANCE TRAINING (CONUS) AT CONTRACTORS FACILITY</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>	1			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	<u>I&KPT OPERATOR 1ST ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DELIVERY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____
1011	<u>I&KPT MAINTENANCE 1ST ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DELIVERY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c (End of narrative A001)	1			\$ _____
1012	<u>I&KPT OPERATOR 1ST ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DELIVERY CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	<u>I&KPT MAINTENANCE 1ST ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DELIVERY CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____
1014	<u>NEW EQUIPMENT TRAINING 1ST ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	10			\$ _____
1015	<u>NEW EQUIPMENT TRAINING 1ST ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	10			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016	<p><u>NEW EQUIPMENT TRAINING 1ST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>	1			\$ _____
1017	<p><u>NEW EQUIPMENT TRAINING 1ST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c</p> <p>(End of narrative A001)</p>	1			\$ _____
1018	<p><u>NEW EQUIPMENT TRAINING 1ST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS</p> <p>CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>	4			\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1019	<div>NEW EQUIPMENT TRAINING 1ST ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS</div> <div>CONTINGENCY (OPTION CLIN)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</div> <div>(End of narrative A001)</div>	4			\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	<p><u>HMEE TYPE III PROD VEH 2ND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Production Quantity</p> <p>Price includes BII, COEI, ISP, Hand off, and UID</p> <p>PER PURCHASE DESCRIPTION ATPD-2346 AND SCOPE OF WORK SECTION C PARAGRAPH'S C.1, C.5, C.11 AND C.6.2.2.</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u></p>	110		\$ _____	\$ _____
2002	<p><u>FIRST DESTINATION TRANS VEH 2ND ORDERING PER</u></p> <p>SECURITY CLASS: Unclassified</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE</p> <p>See Attachment 011 to input Zone rates</p> <p>PER SECTION D PARAGRAPH'S D.2 and D.3</p> <p>(End of narrative A001)</p>	110			\$ _____
2003	<p><u>MANPOWER REPORTING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor Manpower Reporting (CMR) (Applicable to NET training classes and Contractor Technical Assistance only)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.8</p> <p>(End of narrative A001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	<u>I&KPT OPERATOR 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____
2005	<u>I&KPT MAINTENAN 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____
2006	<u>I&KPT OPERATOR 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DELIVERY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	<u>I&KPT MAINTENANCE 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DELIVERY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c (End of narrative A001)	1			\$ _____
2008	<u>I&KPT OPERATOR 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDER CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____
2009	<u>I&KPT AMINTENANCE 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDER CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	1			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	<p><u>NEW EQUIPMENT TRAINING 2ND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>OPERATOR TRAINING (CONUS) AT CONTRACTORS FACILITY</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.6.2.7.1 c</p> <p>(End of narrative A001)</p>	22			\$ _____
2011	<p><u>NEW EQUIPMENT TRAINING 2ND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>MAINTENANCE TRAINING (CONUS) AT CONTRACTORS FACILITY</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.6.2.7.1 c</p> <p>(End of narrative A001)</p>	22			\$ _____
2012	<p><u>NEW EQUIPMENT TRAINING 2ND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>OPERATOR TRAINING (OCONUS) AT FIELDING SITES</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.6.2.7.1 c</p> <p>(End of narrative A001)</p>	3			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	<u>NEW EQUIPMENT TRAINING 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (OCONUS) AT FIELDING SITES NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH'S C.6.2.7.1 c (End of narrative A001)	3			\$ _____
2014	<u>NEW EQUIPMENT TRAINING 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AT FIELDING SITES CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH'S C.6.2.7.1 c (End of narrative A001)	4			\$ _____
2015	<u>NEW EQUIPMENT TRAINING 2ND ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (OCONUS) AT FIELDING SITES CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH'S C.6.2.7.1 c (End of narrative A001)	4			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016	<p><u>CONTRACTOR TECH SUPT 2ND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</p> <p>NON-CONTINGENCY CONUS LOCATIONS (Option)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</p> <p>(End of narrative A001)</p>	15			\$ _____
2017	<p><u>CONTRACTOR LOGISTIC SUPP 2ND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</p> <p>NON-CONTINGENCY OCONUS LOCATIONS (Option)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</p> <p>(End of narrative A001)</p>	15			\$ _____
2018	<p><u>CONTRACTOR LOGISTIC SUPT 2ND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</p> <p>CONTINGENCY OCONUS LOCATIONS (Option)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</p> <p>(End of narrative A001)</p>	30			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	<p><u>HMEET TYPE III PROD VEH 3RD ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Production Quantity</p> <p>Price includes BII, COEI, ISP, Hand off, and UID</p> <p>PER PURCHASE DESCRIPTION ATPD-2346 AND SCOPE OF WORK SECTION C PARAGRAPH'S C.1, C.5, C.11 AND C.6.2.2.</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u></p>	110		\$ _____	\$ _____
3002	<p><u>TRANSPORTATION VEHICLE 3RD ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE</p> <p>See Attachment 011 to input Zone rates</p> <p>PER SECTION D PARAGRAPH'S D.2 and D.3</p> <p>(End of narrative A001)</p>	110			\$ _____
3003	<p><u>MANPOWER REPORTING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor Manpower Reporting (CMR) (Applicable to NET training classes and Contractor Technical Assistance only)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.8</p> <p>(End of narrative A001)</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	<u>NEW EQUIPMENT TRAINING 3RD ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	22			\$ _____
3005	<u>NEW EQUIPMENT TRAINING 3RD ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	22			\$ _____
3006	<u>NEW EQUIPMENT TRAINING 3RD ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	3			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	<p><u>NEW EQUIPMENT TRAINING 3RD ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c</p> <p>(End of narrative A001)</p>	3			\$ _____
3008	<p><u>NEW EQUIPMENT TRAINING 3RD ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS</p> <p>CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>	2			\$ _____
3009	<p><u>NEW EQUIPMENT TRAINING 3RD ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS</p> <p>CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>	2			\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	<div>CONTRACTOR TECH ASSIS 3RD ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>NON-CONTINGENCY CONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	30			\$ _____
3011	<div>CONTRACTOR TECH ASSISS 3RD ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>NON-CONTINGENCY OCONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	30			\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	<div>CONTRACTOR TECH ASSISS 3RD ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>CONTINGENCY OCONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	60			\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	<p><u>HMEE TYPE III PROD VEH 4TH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Production Quantity</p> <p>Price includes BII, COEI, ISP, Hand off, and UID</p> <p>PER PURCHASE DESCRIPTION ATPD-2346 AND SCOPE OF WORK SECTION C PARAGRAPH'S C.1, C.5, C.11 AND C.6.2.2.</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u></p>	110		\$ _____	\$ _____
4002	<p><u>TRANSPORTATION VEHICLE 4TH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE</p> <p>See Attachment 011 to input Zone rates</p> <p>PER SECTION D PARAGRAPH'S D.2 and D.3</p> <p>(End of narrative A001)</p>	110			\$ _____
4003	<p><u>MANPOWER REPORTING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor Manpower Reporting (CMR) (Applicable to NET training classes and Contractor Technical Assistance only)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.8</p> <p>(End of narrative A001)</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	<u>NEW EQUIPMENT TRAINING 4TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	22			\$ _____
4005	<u>NEW EQUIPMENT TRAINING 4TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	22			\$ _____
4006	<u>NEW EQUIPMENT TRAING 4TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	3			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	<p><u>NEW EQUIPMENT TRAINING 4TH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS 3</p> <p>NON-CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c</p> <p>(End of narrative A001)</p>				\$ _____
4008	<p><u>NEW EQUIPMENT TRAINING 4TH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS 2</p> <p>CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>				\$ _____
4009	<p><u>NEW EQUIPMENT TRAINING 4TH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS 2</p> <p>CONTINGENCY (OPTION CLIN)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_</p> <p>(End of narrative A001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	<div>CONTRACTOR TECH ASSISS 4TH ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>NON-CONTINGENCY CONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	45			\$ _____
4011	<div>CONTRACTOR TECH ASSISS 4TH ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>NON-CONTINGENCY OCONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	45			\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	<div>CONTRACTOR TECH ASSISS 4TH ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>CONTINGENCY OCONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	120			\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	<p><u>HMEET TYPE III PROD VEH 5TH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Production Quantity</p> <p>Price includes BII, COEI, ISP, Hand off, and UID</p> <p>PER PURCHASE DESCRIPTION ATPD-2346 AND SCOPE OF WORK SECTION C PARAGRAPH'S C.1, C.5, C.11 AND C.6.2.2.</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u></p>	107		\$ _____	\$ _____
5002	<p><u>TRANSPORTATION VEHICLE 5TH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE</p> <p>See Attachment 011 to input Zone rates</p> <p>PER SECTION D PARAGRAPH'S D.2 and D.3</p> <p>(End of narrative A001)</p>	107			\$ _____
5003	<p><u>MANPOWER REPORTING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor Manpower Reporting (CMR) (Applicable to NET training classes and Contractor Technical Assistance only)</p> <p>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.8</p> <p>(End of narrative A001)</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	<u>NEW EQUIPMENT TRAINING 5TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	22			\$ _____
5005	<u>NEW EQUIPMENT TRAINING 5TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (CONUS) AT CONTRACTORS FACILITY NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	22			\$ _____
5006	<u>NEW EQUIPMENT TRAINING 5TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	3			\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007	<u>NEW EQUIPMENT TRAINING 5TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS NON-CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c (End of narrative A001)	3			\$ _____
5008	<u>NEW EQUIPMENT TRAINING 5TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified OPERATOR TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	2			\$ _____
5009	<u>NEW EQUIPMENT TRAINING 5TH ORDERING PERIOD</u> SECURITY CLASS: Unclassified MAINTENANCE TRAINING (OCONUS) AS SPECIFIED IN DEL ORDS CONTINGENCY (OPTION CLIN) PER SECTION C SCOPE OF WORK PARAGRAPH C.6.2.7.1 c_ (End of narrative A001)	2			\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010	<div>CONTRACTOR TECH ASSISS 5TH ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>NON-CONTINGENCY CONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	60			\$ _____
5011	<div>CONTRACTOR TECH ASSISS 5TH ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>NON-CONTINGENCY OCONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	60			\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012	<div>CONTRACTOR TECH ASSISS 5TH ORDERING PERIOD</div> <div>SECURITY CLASS: Unclassified</div> <div>CONTRACTOR TECHNICAL SUPPORT AT FIELDDED SITES</div> <div>CONTINGENCY OCONUS LOCATIONS (Option)</div> <div>PER SECTION C SCOPE OF WORK PARAGRAPH'S C.15 THROUGH C.25</div> <div>(End of narrative A001)</div>	150			\$_____

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Hardware Deliveries

C.1.1 The contractor shall manufacture and deliver the High Mobility Engineer Excavator (HMEE) Type III. The HMEE Type III shall be as identified in the TIQ (at Attachment 2) and as modified to meet all the technical requirements of Purchase Description (PD) "HMEE Type III" PD No. ATPD-2346. Delivery Orders will specify the quantity, delivery dates, destinations, and paint color. All hardware listed in C.1.2, C.1.3, and C.1.4 shall be included in the unit price of the vehicle.

C.1.2 Basic Issue Items (BII)

BII are those minimum items essential to place the HMEE Type III in operation, to operate it, and to perform routine operator maintenance and emergency repairs which cannot be deferred until completion of an assigned mission. These may include those select common and special purpose tools, Operator publications, and safety equipment (for example fire extinguishers) authorized for the HMEE Type III.

These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall provide the BII listed below, which shall be overpacked (boxed and strapped to the vehicle) with each vehicle: (To be filled in by offeror with its proposal)

Item	Part Number	Quantity	CAGE	Unit Price
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C.1.3 Initial Service Package

The contractor shall overpack (box and strap to the vehicle) an Initial Service Package (ISP) with each vehicle. The ISP shall consist of all service parts/items required to meet warranty service requirements and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature and part number to ensure the correct application. The ISP consists of the following parts: (To be filled in by offeror with its proposal)

Item	Part Number	Quantity	CAGE	Unit Price
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C.1.4 Component of End Items (COEI)

COEI are those components that are part of the end item but which must be removed from the HMEE Type III and separately packaged for transportation. These will be separately listed by NSN in a table as an appendix in the operator's manual. At a minimum, the contractor shall overpack the list and the components with each vehicle.

(To be filled in by offeror with its proposal)

Item	Part Number	Quantity	CAGE	Unit Price
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C.2 Data

The contractor shall deliver all data in English in accordance with the requirements in Exhibit A. All data delivered under this contract shall be submitted electronically via diskette or electronic mail in MS Office compatible format.

C.3 Meetings And Reviews

C.3.1 The contractor and government will periodically have meetings and reviews during this contract's performance period, as outlined in C.3.2 below. The objectives of these meetings are to review progress and provide guidance on technical, logistics, contractual or other issues that come up during performance. Before meetings, the participants shall agree upon an agenda. At the conclusion of each meeting, we will jointly write and agree on a summary of the discussions. The summary will identify all action items assigned for both parties to accomplish, along with a completion date for each action item, and all actions requiring Contracting Officer approval. When

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meetings are at the contractor's facility, the contractor will make the following available for the government's use: production or other required versions of the HMEE Type III needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); and computer resources, as needed.

C.3.2 The contractor shall participate in following meetings:

- a. Start-of-Work Meeting.

Within 15 days of contract award, we will hold a Start of Work meeting at TACOM. This meeting may last up to three days. The contractor shall present its plan to manage and develop logistics products and services. The meeting will focus on reviewing the following;

- Contract terms and conditions
- All data requirements
- Required specifications
- Schedule
- Test requirements
- Logistics requirements.

Publications and New Equipment Training requirements will be discussed. Regarding maintenance planning, we will discuss operator and maintenance functions and what constitutes reparable items. The government will also provide provisioning guidance for documenting and submitting provisioning data. The government and the contractor shall jointly develop an ILS schedule.

- b. Pre-Test Meeting, to review and discuss testing, support, and training. This meeting shall be held 10 days prior to beginning government First Article Test (FAT) at Aberdeen Proving Ground, MD, and shall last one day.

- c. Program Status Reviews.

We will conduct Program Status Reviews (PSRs) approximately every 90 days until Full Material Release is achieved, starting 90 days after the Start of Work meeting until completion of all data deliverables. The meetings will cover the contractor's production status, data deliverable status, and progress on all logistics requirements. Supportability Integrated Product Team (SIPT) meetings will be part of the PSRs. Unless the PCO specifies otherwise, we will hold the reviews at US Army Tank-automotive and Armaments Command, Warren MI, and they will last up to two days. The government and contractor will jointly schedule the meetings and establish the agenda.

- d. In-Process Reviews (IPRs).

The government may request periodic IPRs at the contractor's facility to identify improvements to your manuals, show progress to date, or review data or QA process.

- e. Provisioning Conference.

Provisioning Conferences will be held in accordance with C.6.2.4.2.

C.4 Vehicle Configuration Changes

The contractor shall be responsible for maintaining configuration control of the HMEE Type III. The contractor shall establish a production configuration baseline after successful completion of both the contractor's and the government's portions of the FAT. This baseline will identify and document the functional and physical characteristics of the HMEE Type III. It is the government's intent to standardize the vehicle configurations. The government acknowledges that the contractor may want to offer to the government configuration changes being introduced to its commercial production during the term of this contract. However, it's important for the government to assess the impact of any proposed vehicle changes to the logistics and technical requirements established for this program. The contractor is therefore required to notify the government prior to implementing any configuration changes that impact form, fit, or function in accordance with CDRL A001. The government will review the data submitted within two weeks of receipt. The government reserves the right to reject proposed changes that would adversely affect the program. Prior to production, the contractor shall notify the government of any impending federal laws and regulations scheduled to go into effect during the life of this contract that may impact configuration, e.g. EPA emissions requirements.

C.4.1 Engineering Changes - Contractor Initiated

C.4.1.1 Requirement for Submittal

The contractor shall submit a request for change for any configuration change, which impacts form, fit or function. The contractor shall submit requests for approval of changes to the configuration baseline to the Contracting Officer at least 60 days before the proposed application date. The request for change shall include the following:

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- a. Rationale to support the necessity of making the change;
- b. Any test results, planned testing, or other information to show acceptability;
- c. Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the change you are proposing;
- d. Identification of any logistics impact to include changes to manuals, provisioning, maintenance procedures, repair parts, special tools and test equipment, packaging, and transportation;
- e. Any proposed decrease in contract price; and
- f. Identification, by serial number, of the systems affected.

C.4.1.1.2 Government Review

The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government will determine the extent of testing up to and including a complete FAT for that change. The contractor will perform the tests at no additional cost to the government. The government will acknowledge proposed changes and provide notification within 30 days of receiving an acceptable request if the government's evaluation shows they would have an adverse effect on performance, reliability, availability, maintainability, or repair.

C.4.1.1.3 Responsibility for Failure Due to Changes

The government's acknowledgement of the contractor's change does not relieve the contractor from its responsibility to furnish all items in conformance with the contract performance requirements.

C.4.1.1.4 Responsibility for Cost Changes

The responsibility for cost of changes is as follows:

- a. This is a firm-fixed-price contract. Therefore, there will be no price increases as a result of a contractor initiated configuration change, including model changes. Anticipated model changes shall be priced out at the time of proposal submission.
- b. The government is not responsible for additional testing or software costs associated with any changes the contractor submits.
- c. When a change results in reduced contractor costs, the government may obtain an equitable reduction in contract price.
- d. The government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

C.4.1.1.5 Responsibility for Data

Within 45 days of making the change, the contractor shall submit, at no cost to the government, revisions to all affected contractual data deliverables, whether they affect form, fit, or function or not.

C.4.1.1.6 Configuration Change Report

For contractor initiated configuration changes, the contractor shall notify the government of the following: old part number, new part number, vendor CAGE code, and Additional Reference Number (vendor part number) in accordance with CDRL A001. The contractor shall submit the report with two sections, one for form/fit/function changes and one for non-form/fit/function changes.

C.4.1.1.7 Definitions

The following are definitions of form, fit, and function:

- a. Form: For hardware, form denotes the shape, size, dimensions, mass, weight, and other physical parameters that uniquely characterize an item. For software, form denotes the language and media.
- b. Fit: The ability of an item to physically interface or interconnect with or become an integral part of another item.
- c. Function: The action or actions that an item is designed to perform.

The replacement, repair, service, or maintenance of the item is exactly the same as the item it replaces for times where there is no form, fit, or function change.

C.4.2 Engineering Changes - Government Requested

If the government wants to change the configuration, the contractor shall submit an ECP in accordance with CDRL A002. The corresponding proposal shall include both hardware costs and the impact to any data submittal.

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C.4.3 Configuration Control Board

A CCB will be established at the SOW meeting and will consist of contractor and government personnel. The CCB will meet as required to review contractor or government proposed changes to vehicle configuration which cannot be resolved within the two week time frame in C.4.1. These meetings may be held telephonically or at the contractor's facility.

C.5 Vehicle Hand-Off

The contractor will be responsible to hand-off all equipment deliverable under this contract to each gaining unit. The contractor shall perform the hand-off and activate the vehicle warranty. The contractor shall deliver all the vehicles ready to operate prior to New Equipment Training. The hand-off effort includes:

- a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the contractor's responsibility.
- b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages. (If desired, the inventory may be done concurrently with the unit's inventory.)
- c. Provide one-hour familiarization to 6 -8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.
- d. Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty data plate, discussing with the unit the terms and details of warranty administration, and pointing out the warranty information included in the TMs. The contractor shall prepare a report which contains the warranty implementation date by vehicle serial number, shipping destination, and DODAAC in accordance with CRDL A0003.

C.6 Logistics

C.6.1 Logistics Management

The contractor shall manage and develop the logistics data for the program, and (co-chair) government scheduled Supportability Integrated Product Team (SIPT) meetings as part of the PSR. (See C.3.)

C.6.2 Integrated Logistics Support (ILS) Development

The contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), dated 11 Nov 96, for use in identifying content, delivery and related guidance for logistics data.

C.6.2.1 Maintenance Planning

The contractor shall conduct Maintenance Planning to determine the maintainability characteristics of the HMEE Type III system. The analysis shall be documented in the contractor's format as an LMI summary entitled "Maintenance Analysis", and will identify the maintenance functions, level of maintenance, manpower, and support equipment required for each repairable item. The analysis will be in end item hardware breakdown sequence, and will also identify Functional Group Codes in accordance with TB 750-93-1 (with Change 5, dated 27 Jun 1983), for each item. Instructions are contained in Exhibit M (Maintenance Analysis). The LMI summary shall be delivered IAW CDRL A004.

C.6.2.2 National Maintenance Work Requirement (NMWR) Component Candidates and Analysis

C.6.2.2.1 NMWR Candidate List

The Government's preliminary NMWR component candidate list consists of repairable assemblies such as:

- Engine
- Transmission
- Axles
- Final Drives
- Pumps (Hydraulic, Fuel Injection, Power Steering, etc)
- Electronic Control Modules/Units

The contractor shall deliver a NMWR candidate listing consisting of all parts coded for repair at the National Level of Maintenance or above and for which complete repair instructions are not included in the contractor's Maintenance Manuals in accordance with ELIN A005. The source data for this list will be the Maintenance Analysis, performed per paragraph C.6.2.1. The contractor shall remove components

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from consideration costing less than \$1000 (US). The government will review, make changes as necessary, and provide the approved NMWR candidate list to the contractor.

C.6.2.2.2 Remanufactured NMWR Component Candidates

The contractor shall indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component, as part of their response to the NMWR candidate listing. The contractor shall provide the following information:

- a. if directly available from contractor through same supply and distribution channels as all other parts/components.
- b. standard to which the remanufactured, rebuilt or otherwise refurbished:
 - i. "like-new" condition, using only new components,
 - ii. using nonstandard (oversize/undersize) bearings or other components which may vary from the original component configuration.
- c. warranty, if different from new component
- d. method used to distinguish between new vs. rebuilt/remanufactured component, such as part number difference, etc.

C.6.2.2.3 NMWR Data Summary

The contractor shall perform a data summary for the components on the government approved NMWR candidate list. The summary may be in the contractor's format, and shall be documented in accordance with Exhibit K (NMWR Candidate List). The NMWR Data Summary shall be delivered in accordance with CDRL A006.

C.6.2.2.4 NMWR Final List.

The Government will use the data summary to compare the cost to buy new vs. the cost to rebuild, establish inventory levels, and determine how often this item will need to be repaired. The Government will review this data and finalize the NMWR Candidate listing to identify which items are to have NMWRs developed.

C.6.2.3 The Army Maintenance Management System (TAMMS)

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The contractor shall prepare the form in accordance with DA PAM 738-750 to report shipment of the HMEE Type III from the acceptance point to the initial accountable government consignee. A blank copy of the form is enclosed at Exhibit B. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as part of the government's final inspection. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

- a. Submit the control copy (copy #1) within five working days to:

Director
U.S. Army Materiel Command's Logistic Support Activity
ATTN: AMXLS-MR
Redstone Arsenal, AL 35898-7466
- b. Submit National Maintenance Point (NMP) copy (copy#2) within five working days to:

Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-LC-CJCB
Mail Stop 326
6501 East 11 Mile Rd.
Warren, MI 48397-5000
- c. Place Log Book copy (copy #3) in a dry, protected location, secured in the operator station, and shipped with each vehicle.

C.6.2.4 Provisioning

C.6.2.4.1 Provisioning Parts List

The contractor shall develop and deliver LMI (Provisioning Parts List (PPL)) as specified in Exhibit C (LMI data worksheet) for all separable parts, special tools, and AAL identified on the HMEE Type III in accordance with MIL-PRF-49506, DI-ALSS-81529, and CDRL A007

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and Exhibit C. The government reserves the right to request the contractor modify/add/delete any of the contractor's proposed recommendations on all parts and special tools. The contractor shall provide these modifications/additions/deletions at no additional cost to the government.

C.6.2.4.2 Provisioning Data.

Each incremental submission shall have at least 800 lines, but no more than 1500 lines. The contractor shall receive authorization from the government prior to submitting less than 800 lines in an increment. Each incremental submission shall include at least one major assembly. All submissions will be labeled initial, changes, deletions or any combination of the three transactions.

C.6.2.4.3 Engineering Data For Provisioning (EDFP) For Operator's Manual

The contractor shall prepare the EDPF, i.e. illustrations, in accordance with DI-ALSS-81529 for all BII, and COEI items in accordance with CDRL A008. A separate illustration is required for each item. After the government approves each illustration as being suitable for NSN assignment, the contractor shall submit the illustration on a CD ROM, .PDF file. For industry standard common hardware, include descriptive nomenclature. "Make from" items made from industry standard components shall include additional descriptive nomenclature. Examples of additional descriptive information include, at a minimum, the physical dimensions and all classifications (i.e. hardness, grade, thread type, surface finish, coatings, industry specifications and etc.). Common hardware includes nuts, bolts, washers, O-rings, cotter pins, C-clips, clevis pins, lamp bulbs, etc.

C.6.2.4.4 Engineering Data For Provisioning (EDFP)

The contractor shall prepare the EDPF, i.e. illustrations, in accordance with DI-ALSS-81529 in LMI Provisioning Line Item Sequence Number (PLISN) sequence for all items that when assembled make up the end item in accordance with CDRL A009. A separate illustration is required for each PLISN. The contractor shall make available illustrations for each item being provisioned, to include the top assembly drawing, at each provisioning conference for government review. Illustrations are not required for items accompanied by a copy of provisioning screening (e.g. FLIS, WEBFLIS, or by batch submittal part numbers to DLIS) which indicates this item has previously been assigned a valid national stock number. After the government approves each illustration as being suitable for NSN assignment, the contractor shall submit the illustration on a CD ROM, .PDF file. For each item to be provisioned and supported by an illustration, the contractor shall provide the following information:

- a. Commercial and Government Entity Codes (CAGEC)
- b. Part Number
- c. PLISN (Provisioning Line Item Sequence Number)
- d. Provisioning Contract Control Number
- e. For industry standard common hardware include descriptive nomenclature. "Make from" items made form industry standard components shall include additional descriptive nomenclature. Examples of additional descriptive information include, at a minimum, the physical dimensions and all classifications (i.e. hardness, grade, thread type, surface finish, coatings, industry specifications and etc.). Common hardware includes nuts, bolts, washers, O-rings, cotter pins, C-clips, clevis pins, lamp bulbs, etc..

C.6.2.4.5. Provisioning Screening

The contractor shall conduct provisioning screening on each item on the PPL for standardization or NSN identification in accordance with CDRL A010. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The screening results must be available to review at each provisioning conference. The contractor shall conduct provisioning screening using FLIS, WEBFLIS, or by batch submittal part numbers to DLIS. FEDLOG and HAYSTACK are no longer acceptable for provisioning screening. For additional information on FLIS and batch submittals to DLIS, refer to the Provisioning Screening User Guide located on the internet at www.dlis.dla.mil. For additional information on WEBFLIS, go to www.dlis.dla.mil/WebFlis. There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. The Restricted/Sign-on version requires a valid userid/password to access the system. Userids may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available - one for government workers and one for government sponsored contractors.

C.6.2.4.6 Provisioning Conference

Provisioning Conferences will be held at TACOM. The contractor shall make available two hardcopies of LMI/PPL data and a hardcopy of the Engineering Data for Provisioning (EDFP) illustrations. All submissions of the LMI/PPL data must be compatible with our Commodity Command Standard System (CCSS)/Provisioning On Line System in accordance with Automated data Systems Manual (ADSM) ADSM 18-LEA-JBE-ZZZ-UM-06.

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C.6.2.5 Packaging Development

C.6.2.5.1 The contractor shall, for items pertaining to the HMEE Type III, develop and provide packaging data for all TACOM managed provisioned items (i.e., "P" coded items other than "PR" or "PZ"), minimal logistics data for non-TACOM managed items, and maintain and update packaging data for each provisioned item. The contractor shall assess changes to engineering and logistic data for impact on packaging data, and shall provide packaging impact statements with Engineering Changes. For each change, the contractor shall determine if additional items require packaging data and if existing packaging data requires revision. The Contractor shall provide new and revised packaging data (as part of the Logistics Impact Statement paragraph C.4.1.5) for each Engineering Change if sufficient data is not in the TACOM packaging files. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The contractor shall include information for each of the items, which shall be provided concurrently with each packaging data submittal, so that the government can determine the adequacy of the contractor prepared packaging analysis and data submittal. This includes item drawings/illustrations and data such as: Source, Maintenance, and Recoverability codes, Unit of Issue codes, Unit of Measure and Measurement Quantity, and copies of any applicable Material Safety Data Sheets.

C.6.2.5.2 Packaging/Logistics Data Entry.

The Contractor shall develop, maintain and update packaging data IAW DI-ALSS-81529, Exhibit D (LMI Packaging Data Products), Exhibit E (LMI Packaging Data Transaction Format), and as listed on CDRL A011. LMI data is required IAW MIL-PRF-49506 and will provide for the entry of information to the computer data base known as the TACOM Packaging Data File. The TACOM approved Packaging Data Entry shall be electronically submitted in accordance with CDRL A011 in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required.

C.6.2.5.3 Special Packaging Instructions (SPI).

The Contractor shall develop a SPI for each TACOM managed item. The TACOM managed items are expected to be mainly, but not exclusively, comprised of reparable items, and would include items such as those being considered as NMWR candidate items. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. The format and content of SPI shall be IAW DI-PACK-80121B and CDRL A012.

C.6.2.5.4 Validation Testing of Preservation Processing and Packaging.

The Contractor shall validate packaging for each item IAW Appendix F of MIL-STD-2073-1D (Standard Practice for Military Packaging), DI-MISC-80711A, and CDRL A013. The test report shall be provided concurrently with the SPI submittal, and shall include photographic records of package and testing.

C.6.2.6 Technical Publications (CDRLs A014, A015, A016, A017, A018, and A019)

The contractor shall deliver manuals for the HMEE Type III in accordance with Exhibit F General Publications Requirements, Exhibit G Repair Parts and Special Tools List (RPSTL) Requirements and Exhibit J MIL-STD-40051-2 Requirements Matrix, as specified in the related DD Forms 1423. The set of manuals for the HMEE Type III shall include tailored Commercial Off-The-Shelf (COTS) manuals with supplementation, a DA RPSTL, and Electronic Technical Manuals (ETMs) and associated editable files.

C.6.2.6.1 COTS with Supplemental Data, DA RPSTL and ETMs.

The contractor shall tailor the existing commercial manuals to reflect and support only the approved HMEE Type III configuration being procured. In addition, the contractor shall prepare a DA RPSTL and ETMs. The RPSTL text shall be pulled from the Army Provisioning Master Record (PMR) from data that the contractor provides and loads; the contractor prepared illustrations (Figures) shall be incorporated into the download. The contractor shall structure/restructure and paginate the existing COTS manuals and supplemental data into two manuals as follows:

TM 5-2420-XXX-10	Operator's Manual
TM 5-2420-XXX-23	Field Level Maintenance Manual (including Unit and DS Maintenance) (may include Sustainment level tasks)

The separate DA RPSTL shall be identified as follows:
(NOTE: the commercial parts manual is NOT used as a deliverable under this contract.)

TM 5-2420-XXX-23P	Field Level Maintenance Repair Parts and Special Tools List (including Unit and DS Repair Parts) (also includes Sustainment, Level Repair Parts)
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The Maintenance and RPSTL manuals shall be divided into volumes if the page count for one manual exceeds 1500 pages (750 sheets.) Vehicle Warranty information will be included in the Operator (TM-10) and Field Level Maintenance Manual (TM-23).

C.6.2.6.1.1 All sustainment level maintenance tasks identified during Maintenance Analysis review shall be included as a separate

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chapter in the back of the -23 manual entitled Sustainment Maintenance Procedures.

C.6.2.6.1.2 The contractor shall integrate all Supplemental Data (SD) into the appropriate level manuals. See Exhibit F General Publications Requirements for more detailed requirements. Paragraph 3 of Exhibit F provides details on the SD requirements. Supplemental Data includes, but is not limited to:

- a. incorporating the Operator level PMCS, BII, AAL, COEI into the Operator's (TM-10) manual,
- b. incorporating the Field level PMCS and MAC into the maintenance manual (TM-23),
- c. integrating all military unique items, configuration requirements, into the appropriate level and sections of the manuals cited above,
- d. storage, transportability, preservation and packaging into the appropriate level TM, and
- e. additional supplemental data in the form of maintenance tasks resulting from Maintenance Analysis.

Operator tasks are limited to those tasks performed with tools and parts available on vehicle as BII. Special consideration may be given for some transportability data; UNIT instructions may be identified in the TM-10. The government, at its discretion, will post the final DA authenticated manuals, TM-10 and TM-23 with supplementation and the TM-23P on the internet for the soldiers' easy access.

C.6.2.6.1.3 The contractor shall perform a 100% hands-on validation of all existing COTS manual data and supplemental data developed for integration into TM 5-2420-XXX-10 and TM 5-2420-XXX-23 manuals to ensure accuracy and completeness. The contractor shall ensure that the commercial manual data accurately reflects and supports only the HMEE Type III configuration procured by the government, including any and all changes to the configurations resulting from testing, vendor parts supply and production line changes. The contractor shall perform a 100% validation of the RPSTL. The contractor shall also perform a 100% review of the ETMs to ensure that they meet contract requirements. The contractor's review of the ETMs shall be hands-on live testing, desk-top review, or a combination of these methods to ensure that the draft ETMs are fully operational so that the government can evaluate their operation, navigation, and structure. The contractor shall inform the government of its planned validation schedule, start date, time, and location of validation 30 days prior to start of the validation. This will allow the government time to attend and observe the contractor's processes.

C.6.2.6.1.4 The government intends to witness the contractor's validation and to combine its verification of the COTS manual and Supplemental Data with the contractor's validation. The contractor shall provide the necessary personnel, parts, special tools/equipment to support the combined validation/verification.

C.6.2.6.1.5 The government desires early delivery of the supplemented Operator's Manual (TM 5-2420-XXX-10) and is offering an incentive accordingly. See H.12. The government also desires early delivery of the Maintenance Manual and the RPSTL, and is offering an incentive accordingly. See H.13. After contract award, if additional supplementation is required, the effort will be negotiated on an ALPHA contracting basis.

C.6.2.6.1.6 Electronic Technical Manuals (ETMs)

The contractor shall prepare and deliver ETMs for TM 5-2420-XXX-10, TM 5-2420-XXX-23 and TM 5-2420-XXX-23P and associated editable electronic files in accordance with Exhibit F General Publication Requirements and Exhibit G Repair Parts and Special Tools List Requirements.

C.6.2.6.1.7 The contractor shall correct all errors found in the commercial manuals, supplemental data, RPSTL and ETMs, and electronic data files resulting from government reviews, test, and verification and the contractor's validation at no additional cost to the government.

C.6.2.6.1.8 As a separate effort from the publication requirements above, deliver three complete sets of the existing COTS TMs supporting and reflecting the configuration of the HMEE Type III being procured in accordance with CDRL A019. The paper sets shall include operator, maintenance and parts data. The existing TMs can be separate or in any combination. No supplemental data or tailoring is required for this delivery. Validation is not required for this delivery. Electronic Technical Manuals (ETMs) are not required for this delivery. This is a one time delivery of existing TM sets. The government intends to review these COTS TMs to determine any SD requirements over and above the SD requirements currently identified in the contract. This review and resulting SD determination shall be performed as part of an Alpha process; any new SD requirements will be separately negotiated as part of this process. COTS Parts TM/data will be reviewed but will not be delivered elsewhere under this contract (see paragraph C.6.2.6.1 above).

C.6.2.6.1.9 The contractor shall furnish copyright releases for all commercial manuals and supplemental data to allow the Distribution Statement A: "Approved for public release; distribution is unlimited" to be placed on the Operator and Maintenance TM covers and title block pages. The contractor shall insure that the government has the right to use and distribute the ETMs and electronic data files delivered under this contract.

C.6.2.7 New Equipment Training (NET)

C.6.2.7.1 Training Programs

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The contractor shall develop and provide New Equipment Training course materials to support tests, demonstrations, and New Equipment Training (NET) for the HMEE Type III. The contractor shall provide the methodology to minimize the length of each training course of instruction. The contractor shall develop and conduct the following two courses of instruction to support NET:

a. Operator and Operator Maintenance.

The course shall be designed for operators of the HMEE Type III, covering complete operation, safety, and Operator Preventive Maintenance Checks and Services (PMCS).

b. Field Level Maintenance and Sustainment Level Maintenance.

The course shall be designed for the maintainers of the HMEE Type IIIs, and cover minimal Operation characteristics, in-depth PMCS, Vehicle System Required Services, Troubleshooting, Diagnosis and Repair of System Components to include Contractor/System Unique Control Systems, engine, fuel, transmission, axle, braking, electrical, hydraulic, pneumatic, and ancillary systems. The course shall be directed toward new technologies and items not currently in the Army system.

c. Option for NET classes.

The first NET class of each course of instruction is the Instructor and Key Personnel Training (I&KPT). The I&KPT will be held at the contractor's facility, if CONUS. The I&KPT may be held at the fielding site if OCONUS. The NET training will be held at the fielding sites. Fielding sites will be at CONUS, OCONUS (non-contingency), and OCONUS (contingency) locations as specified in the Delivery Order. The contractor shall provide numerous NET classes in Kuwait, as specified in the Delivery Order. Except where specified, the requirements for CONUS and OCONUS (contingency and non-contingency) NET classes are the same. The contractor shall conduct training with the approved training materials developed under this contract. Target the courses for individuals who are instructors, operators, and mechanics. The training shall be structured to provide at least 70% "hands-on" exercise. The contractor shall provide vehicles, unique and common tools, parts, training aids, materials, and facilities to conduct training. The contractor shall maximize use of any commercial training devices or simulators. The contractor shall also provide any replacement parts damaged during training. For CONUS and OCONUS (non-contingency) training, each class shall be no more than 40 hours in length and shall be conducted on consecutive days, Monday through Friday, eight hours per day, starting at 0800 hours each day. A maximum of 10 students will attend each class. For OCONUS (contingency) training, there is no limitation on which days during the week that the training will be held or which hours during the day it will be held. The duration of each day will be no more than 14 hours. Each delivery order will specify the training dates, locations, and number of classes. The contractor shall provide a copy of the approved training materials for each student, a student attendance report, a class critique, and a Certificate of Training. The travel costs, if necessary, will be negotiated at the time the delivery order is issued, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.

C.6.2.7.2 Training Data

C.6.2.7.2.1 Training Course Control Document

For each course, the contractor shall develop a Training Course Control Outline describing the course content (subject, topics, task), training material, types and duration of instruction, and resources required to conduct training in an institutional setting. The Training Course Control Outline shall contain front matter, introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. A format consistent with MIL-STD 1379D may be used; this MIL-STD is referenced for guidance only. Deliver in accordance with CDRL A020.

C.6.2.7.2.2 Training Materials

The training package shall contain the elements of the training course outline prepared, delivered and finalized in accordance with CDRL A020. Prepare and deliver training materials in accordance with CDRL A021. The government will provide sample training materials and outlines at the Start of Work (SOW) meeting.

C.6.2.7.2.2.1 Course Material Format/Media & Deliveries

The contractor may submit materials developed and used for conducting Operator and Maintenance Training for Commercial Customers with Supplemental Data/Information added to meet the Army's Requirements. Training Materials may consist of contractor handbooks, in-house training material, pamphlets, training literature, utility manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and cutaways of components. The contractor shall deliver all course control documents and training materials in an editable commercial electronic format: (Microsoft Word for documents and PowerPoint for presentations).

C.6.2.7.2.2.2 ASAT Course Material Format/Media and Deliveries - Option

The contractor shall develop the training materials using the Automated Systems Approach to Training (ASAT) software in support of course design and development. The government will provide access to the ASAT software. ASAT software can be downloaded at the ASAT

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homepage, <http://www.asat.army.mil>. This software will allow for interactive course design, development, pre-authoring, and authoring that is required by TRADOC. Specifically, the ASAT software supports task development, standardized critical information, and lesson plan/Training Support Package (TSP) production capabilities. Source materials may consist of those items listed in paragraph C.6.2.7.2.2.1. The contractor shall deliver all course materials in an editable ASAT electronic format in accordance with CDRL A022.

C.6.2.7.2.3 Student Attendance Report

On the first day of each training class the contractor shall FAX or email a list of students in attendance to the address on the CDRL (A023). Within ten (10) days after completion of the class, the contractor shall furnish a student roster to the address on the CDRL. The roster shall include the name of the class, start and end date, instructor(s) name and signature, location of the class, student name, military rank (if military), home station address, record of daily attendance for each student, and instructor's notes. At the end of the class, each student shall complete a class critique. The government will provide a sample critique sheet and the contractor shall administer them. The contractor shall submit the completed critiques to the government along with the student roster. At the end of the class, the contractor shall present each student with a Certificate of Training. The government will provide the training certificate master file for the contractor to administer certificates to the students. The contractor may also administer a corporate certificate.

C.6.2.7.3 Training for Test Personnel for FAT (See Section E)

The contractor shall provide training to support government FAT at Aberdeen Proving Ground for up to 5 days. Training shall include proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary materials and equipment required supporting testing of the HMEE Type III. Operator's manual, and if need be, training materials shall also be provided to supplement training.

C.7 Embedded Diagnostic

C.7.1 Electronic diagnostic testability analysis.

The contractor shall perform a testability analysis of the HMEE Type III diagnostic capability, to include number and types of diagnostic tests available for all HMEE Type III components, assemblies, systems, sub-systems and deliver a testability analysis IAW DI-MISC-80508A and CDRL A024. The report shall specify number and types of required Test, Measurement, and Diagnostic Equipment (TMDE), as well as a brief narrative description of the benefits to be derived from each diagnostic test. The report shall include a description of any on-board electronic diagnostic systems that may be interrogated for the purpose of maintenance and troubleshooting via an on-board diagnostic display screen. The report shall also contain all standard data, data descriptions and error codes necessary to communicate with the electronic control module (ECM)/electronic control unit (ECU) and to maintain the electronically controlled subsystems. The contractor shall provide data, which specifies limits for all parameters, and how to interpret data outside limits. The contractor shall maximize the use of embedded Built-in Test (BIT) / Built-in Test Equipment (BITE) diagnostic capabilities, and fully document and support embedded system software. Any on-board data buses and diagnostic connectors shall also be identified in detail.

C.7.2 Analog Diagnostic testability analysis.

The contractor shall perform a testability analysis of the HMEE Type III and deliver a testability analysis IAW DI-MISC-80508A and CDRL A024. The report shall include documentation showing complete analog fault isolation capabilities, troubleshooting methodology for the HMEE Type III. The contractor will refer to the list of proposed tests that are referenced in Appendix C, Table C-2 of the DCA Design Guide (Report # CR-82-588-003 Rev 1). The contractor can add to or delete tests from Table C-2 as necessary to best obtain HMEE Type III diagnostics. The contractor shall also provide the original equipment manufacturer's recommended minimum and maximum parameters for all Diagnostic Connector Assembly (DCA) and Transducer Kit (TK) monitored components. The contractor shall specify level of difficulty and time required to physically access test points and type of TMDE required.

C.7.3 The contractor shall provide software required to interface, retrieve, and interpret the vehicle system's diagnostic data, as identified in paragraph 3.5.1.4.1.1 of the PD unless an on-board system is provided in accordance with 3.5.1.4.1.3 of the PD. Software shall not contain license restrictions or run-time fees.

C.8 Support Equipment Tools and Test Equipment (STTE).

The contractor shall deliver a list of Support Equipment Tools and Test Equipment IAW DI-ILSS-80868 and CDRL A025. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list.

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required

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data for all new TMDE.

Note: The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a SKO SC. Special tools are:

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by functional group codes in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.9 Transportability Report

The contractor shall submit a Transportability Report in accordance with CDRL A026 that includes data on recommended procedures for positioning and securing the HMEE Type IIIs for transport by trailer and rail car, slinging procedures for lifting the vehicles, and procedures, man-hours and all tools required for any disassembly and re-assembly when transported by highway, rail, marine and air.

C.10 Safety Engineering And Health Hazards

C.10.1 Safety Engineering Principles.

The contractor shall address the Safety and Health requirements of the PD in technical reviews. The contractor shall follow good safety engineering practices in establishing the HMEE Type III design and operational procedures, to include modifications to your commercial vehicle and components. The contractor shall have a system safety program in place equivalent to Exhibit H, System Safety Program Requirement. As a minimum, the contractor shall do the following:

- a. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the HMEE Type III along with potential interface problems with planned subsystems.
- b. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.
- c. Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards to be considered include: high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values documented in the American Conference of Governmental Industrial Hygienists Threshold Limit Values and Biological Exposure Indices. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.
- d. Assure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.
- e. Assure the system meets all Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR) that apply to a vehicle of this type.

C.10.2 Safety Assessment Report (SAR).

As a result of system safety analyses, hazard evaluations, and any of your independent testing, the contractor shall perform and document a Safety Assessment Report (SAR) with a Health Hazard Assessment (HHA) included in the report. The SAR shall identify all safety features of the hardware, system design and inherent safety and health hazards and shall establish special procedures and/or precautions to be observed by our test agencies and system users. A health hazard is defined in DI-SAFT-80106B. Identified hazards shall have recommended engineering controls, equipment, and/or protective procedures to reduce the associated risk. It shall also outline any operations, maintenance and transport procedures needed by the test agencies and the system user. Assessments shall include consideration of the generation of hazardous wastes. The contractor shall prepare the Safety Assessment Report in accordance with CDRL A027 and DI-SAFT-80102B. The System Safety Program Guide (Exhibit H) provides guidance in the preparation of the SAR and Health Hazard Assessment (HHA). In preparing the health hazard portion of the Safety Assessment Report, the contractor shall provide a description and discussion of each potential or actual health hazard for each subsystem or component. The contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the report copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the

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system. Also, as part of the SAR, indicate compliance to SAE and ANSI for the vehicle type with a construction mission (Example: SAE/ANSI standards for the ROPS and hydraulics) and if applicable to Federal Motor Vehicle Safety Standards (FMVSS). Identify all data sources for the report and all hazards in the report must be identified by hazard severity, hazard probability and risk level in accordance with the System Safety Program Guide (Exhibit H). The final SAR(/HHAR) is subject to government approval. In the event the system is modified or procedural changes with regards to interfacing with the system are made after the final SAR(/HHAR) is submitted, you shall update the SAR(/HHAR) to reflect those modifications or changes.

C.10.2.1 Examples of hazards to be included in the report are:

- a. Sharp edges/moving parts.
- b. Noise. Identify any hearing protection and type required, (e.g., single, double, muffs, or plugs). Identify the 85 dB (A) noise profile around the vehicle.
- c. Electrical issues.
- d. Whole-body vibration. Provide test data or perform equivalent testing conforming to the guidelines and measuring procedures set forth in ISO2631/1 or SAE J1013.
- e. Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.
- f. Chemical hazards. (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiants, including oxygen deficiencies, respiratory irritants, etc.).
- g. Physical hazards. (e.g., acoustical energy, heat or cold stress, ionizing and non-ionizing radiation).
- h. Biological hazards. (e.g., bacteria, fungi, etc.).
- i. Ergonomic hazards. (e.g., lifting requirements, task saturation, etc.).
- j. Any Hazardous Material requiring MSDS.

C.10.2.2. The assessment shall also address:

- a. System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance. When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).
- b. Potential non-or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non-or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non-or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.

C.10.2.3 The HHA part of the assessment shall address the following:

- a. Address the hazardous material data and describe the means for identifying and tracking information for each hazardous material.
- b. The hazardous materials by name(s); the affected system components and processes; the quantity, characteristics, and concentrations of the materials in the system; and source documents relating to the materials.
- c. Under which conditions the hazardous materials can release or emit materials in a form that may be inhaled, ingested, absorbed by living organisms, or leached into the environment and if the materials pose a health threat.
- d. The material hazards and determine reference quantities and hazard ratings. Acute health, chronic health, carcinogenic, contact, flammability, reactivity, and environmental hazards will be examined.
- e. The estimated expected usage rate of each hazardous material for each process or component for the subsystem, total system, and program-wide impact.
- f. The recommended disposition of each hazardous material identified. If for any scale of operation the reference quantity is exceeded by the estimated usage rate, material substitution or altered processes shall be considered to reduce risks associated with the

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material hazards while evaluating the impact on program costs.

C.11 Hazardous Materials Management

The Contractor shall not use hazardous materials as specified in section 3.2.1 of the PD.

The contractor shall prepare Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1 per DI-MGMT-81397, CDRL A028.

C.12 FAT Vehicle Refurbishment

After successful FAT completion, the contractor shall transport the FAT vehicles from the test site and TACOM to its plant, at the contractor's expense. If the test vehicles do not meet 10/20 standards, the contractor shall thoroughly inspect the vehicles and submit a proposal for refurbishment. The proposal will be submitted within 30 days after FAT approval. We will negotiate the refurbishment effort after proposal submittal. The negotiated refurbishment effort will not include any configuration changes required as a result of testing. These changes are the contractor's responsibility pursuant to the Contractor First Article and Government First Article Testing provisions in paragraphs E.3 and E.5.

C.13 Contractor Technical Assistance

There are three CLINs related to this effort, depending on whether the effort is CONUS or OCONUS, and during contingency or non-contingency operations. Each CLIN has its own price. The following scope of work applies to all three CLINs. The contractor shall provide the man-days of service specified in the delivery order. These man-days may be in support of unforeseen events that require support that is not included in any other portion of this contract. We anticipate the effort to include these types of tasks: investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, training, and assisting with ICLS effort in Iraq, Kuwait, and Afghanistan. The Contracting Officer shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct activities. The Contracting officer or his authorized representative shall notify the contractor at least 10 days in advance of CONUS travel and 20 days in advance of OCONUS travel of the date representative(s) are required. Instructions and established itineraries will be provided as necessary.

a. Field Service Representative (FSR).

The contractor shall provide FSRs who are thoroughly experienced and qualified to advise and make recommendations to orient and instruct key government personnel with respect to operation, maintenance, and repair of the HMEE Type IIIs and their components.

b. FSR Personal Data.

The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person(s) named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.

c. Man-Days.

The contractor shall provide man-days of service to locations in both CONUS and OCONUS. The government reserves the right to change the number of days of services to be furnished to the extent necessary to conform to our requirements and shall be obligated to pay for only actual services used. Each change in quantity shall be at the Man-day rate established.

(1) The Man-day rate does not include travel costs (airfare, local car rental, lodging, meals, and incidental expenses) of the FSR while performing the services. The travel costs will be negotiated prior to the issuance of the delivery order, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.

(2) A Man-Day is 8 hours. The representative is to work no more than 8 hours per day, 40 hours per week, unless otherwise negotiated. A Man-day of service includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the government's fault. Man-Day(s) of service includes travel time for initial travel from contractor's facility to site of work, for travel between sites of work, and to contractor's facility. It also includes any time that the FSR is preparing required reports at the work site and we can verify the time involved in writing the report.

(3) Saturday/Sunday. When work is not performed on a Saturday/Sunday, and the representative is on site, a man-day shall be charged at the Saturday/Sunday man-day per diem rate only.

(4) Holidays. The government will pay for federal holidays in addition to the actual days worked at the Man-day rate established. The government is not responsible for vacation and other holidays and sick leave pay.

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(5) Emergency Leave. The government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The government is responsible for actual days worked by any qualified contractor representative. It is immaterial whether the same representative completes the assignment. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment.

d. Contract Field Service Report/Field Service Representative (FSR) Reports

Each FSR shall prepare and deliver via e-mail a report in accordance with CDRL A024 following completion of each assignment covering his activities.

C.14 Storage of Production Vehicles

a. If the contractor cannot ship vehicles due to a delay in Material Release (See H.1.) that is the government's fault, the government will ship accepted vehicles "in place." ("Shipped in place" means vehicles that the government has inspected, accepted, and remain at the contractor's facility.) The government has the right to require the contractor to store and maintain vehicles that the government has shipped in place for 180 days after acceptance of the first production vehicles."

b. The contractor shall receive a one-time payment for each vehicle that is placed in storage. This payment includes a fixed amount for taking the vehicle to the storage location, placing it in storage, and any re-inspection required. It also includes a monthly storage fee. The government will pro-rate the monthly storage fee for the vehicles stored for any period less than a full month on a daily basis.

c. The contractor shall maintain the vehicles in accordance with its standard commercial procedures as provided in response to paragraph C.6.2.6.1.2 to preclude deterioration of the vehicles and all of their components. The contractor shall submit the procedures for storage to the PCO no later than 180 DAC and maintain a log for all vehicles placed in storage. The log shall include: the vehicle serial number, the date it was placed in storage, the dates maintenance and exercise are performed, deficiencies detected during the post-storage examination, and the date vehicle is removed from storage. The contractor shall make the log available to the government upon request.

d. The government reserves the right to re-examine the stored vehicles prior to shipment in accordance with paragraph 4.1.3 of the PD and the contractor shall perform the run-in tests in accordance with paragraph 4.3.1 of the PD. The government will also perform a visual examination of the vehicles for deterioration, damaged parts, and evidence of mechanical problems. The contractor shall correct all deficiencies detected during the re-examination at its own expense.

e. The contractor shall remove the vehicles from storage and ship them in the same chronological order that they were placed in storage (i.e. first in, first out).

f. If the contractor must store vehicles because of its failure to timely perform any aspect of this contract, the contractor shall store the vehicles at no cost to the government.

C.15 Data Rights

Data rights for the following items will be determined in accordance with DFARS 252.227-7015(b) (iv), :

- HMEE Type III supplemented commercial manuals and ETMs (-10, -23, -23P)
- NET - Operator training materials
- NET - Maintenance training materials
- Diagnostic software

C.16 Camouflage Line Art Drawing

The contractor shall provide line art drawings for the HMEE Type III in accordance with CDRL A030. The scale shall be no less than 1/8 inch equals one foot. The contractor shall prepare separate data depicting the following views:

- a. front
- b. back
- c. right side
- d. left side
- e. top

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All camouflage line art data shall include length, width, and height dimensions relative to each other and shall be detailed to the extent that all surface features of the item that cover one square inch or more of area are clearly delineated to scale. The lower right hand corner of each drawing shall contain the following information:

- a. nomenclature of the item depicted
- b. view depicted
- c. contract number

C.17 Operator Armor Protection:

The contractor shall assist the government with a feasibility study on adding ballistic protection (up-armor) to the operator portion of the cab to increase operator survivability. The objective of this effort is to provide the vehicle with the capability to either accept up-armor ballistic protection or an interchangeable up-armor cab to provide complete operator protection against blast and fragmentation from munitions equivalent to a 7.62x39 BZ API @ 30m / 7.62x54R B32 API @ 100m. It is desired that the up-armor ballistic requirements have the least degradation to the Roll Over Protection System (ROPS) and the Falling Object Protective Structure (FOPS) as possible. The contractor shall advise the government on the impact to the vehicle's and its subsystems' (i.e., suspension, drive train, hydraulics) performance relating to speed, lift capability, center of gravity, vehicle reliability, visibility, and safety. The contractor shall also address any degradation in the vehicle's ability to perform its intended mission and provide a rough cost estimate for any required changes. The contractor shall make two one-week trips to TACOM in the performance of this effort. The government will decide whether to continue or discontinue the up-armor development for the program.

C.18 Contractor Manpower Reporting (CMR) (Applicable to NET training classes and Contractor Technical Assistance only)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all applicable contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

The estimated total cost (if any) incurred to comply with this reporting requirement is as stated in Section B at CLINs 1007, 2003, 3003,4003, and 5003. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

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PACKAGING AND MARKING
ADDENDUM TO CONTRACT TERMS AND CONDITIONS

PRESERVATION/PACKING/MARKING

D.1. Preservation and Packaging

D.1.1. The HMEE Type III vehicles shall be processed for drive-on-drive-off shipment and temporary outside storage, in accordance with the supplement to the commercial manuals and the preparation for shipment section of the Transportability manuals, which shall have been developed by the Contractor and submitted to and approved by TACOM prior to shipping, and prior to "shipping in place". The processing shall protect the vehicles from environmentally induced corrosion and deterioration and other forms of degradation during storage and shipment associated with the military distribution system, and shall provide outside storage protection for periods not to exceed 180 days during which no exercising or maintenance of the vehicle is conducted. All self-propelled vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49, for truck and rail transport, International Maritime Dangerous Goods Code, for vessel transport, and AFMAN 24-204 ([http://www.e-publishing.af.mil/pubfiles/af/24/afman24-204\(i\)/afman24-204\(i\).pdf](http://www.e-publishing.af.mil/pubfiles/af/24/afman24-204(i)/afman24-204(i).pdf)) for military air. All components removed from the vehicle for reduction of cube, any accessories, Basic Issue Items, Initial Service Package, Components of End Items, and manuals shall be preserved, packaged, packed in accordance with processing requirements described in the approved supplemental data to the manual relating to drive-on/drive-off shipment. Blocking and securement by banding shall prevent movement within the vehicle. BII shall be secured to minimize pilferage and stowed on the vehicle as specified in the supplemental data to the manuals.

D.1.2 All software/technical data required to be delivered under this contract shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents.

D.1.3 Heat Treatment of Wood Packaging Materials

All Non-manufactured Wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. Boxes/pallets and any wood used as inner packaging made of Non-Manufactured Wood shall be heat-treated. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Foreign manufacturers shall have the heat treatment of Non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

D.2 Marking

D.2.1 The HMEE Type III shall be processed in accordance with paragraph D.1.1 above shall be marked in accordance with MIL-STD-129.

D.2.2 The Initial Service Package, BII, and any packaged COEI, shall be marked with a brief description of the contents, with containers marked "ASSORTED BII (OR COEI OR INITIAL SERVICE PACKAGE) FOR (NSN), (U.S. ARMY REGISTRATION NUMBER), (GROSS WEIGHT (LBS))". Use the NSN and registration number of the vehicle.

D.2.3 Software/technical data shall be marked with the name and address of the consignor, consignee and contract number.

*** END OF NARRATIVE D 001 ***

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test Contract Line Item 1001AA as specified in this contract. At least Ten calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report concurrently with the first test vehicle, to:

USATACOM
6501 E. 11 Mile Rd.
Warren, MI 48397-5000
ATTN: AMSRD-TAR-E/CE MS:21
Todd Weimer (586) 574-6991

Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number _____.

Within 90 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

2	52.209-4	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING [ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)]	SEP/1989
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(a) The Contractor shall deliver Six unit(s) of Contract Line Item 1001 within 120 calendar days from the date of this contract

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or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government. the Government at the following address:

<p>4 each CLIN 1001 Aberdeen Test Center Bldg 462A APG, MD. 21005 Attn: Joe Carabetta 410-278-5128</p>	<p>1 each CLIN 1001 USATACOM 6501 E 11 Mile Rd Warren, MI 48397-5000 ATTN: Maj. Jeff Hart 586-530-9149</p>	<p>1 each CLIN 1001 Contractors Facility</p>
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for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

ADDENDUM TO CONTRACT TERMS AND CONDITIONS

E.1 First Article Test (FAT)

FAT shall consist of both the contractor and government conducted tests and inspections. The contractor's tests and inspections shall be conducted in accordance with Section 4, Table 1 of the PD and FAR clause 52.209-3 and the government's tests and inspections shall be

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conducted in accordance with E.3 and FAR 52.209-4.

E.2 Contractor First Article Test Report

In accordance with FAR 52.209-3, the contractor shall submit a FAT report. The report shall include actual test data, record of inspections, certifications and any other information necessary to prove the contractor portion of the FAT has been successful. Commercial test data and/or commercial literature advertising performance and specifications are acceptable.

E.3 Government Testing

a. The contractor shall deliver four HMEE Type III vehicles after the completion of the contractor's FAT called for in E.3 above, to Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Transportation Office, Building 507, Aberdeen Proving Ground, MD 21005-5059, for the government FAT, and one HMEE Type III vehicle to TACOM, Bldg 219, 6501 E. 11 Mile Rd, Warren, MI 48397-5000. One vehicle will remain at the contractor's facility for logistic effort. Upon completion of testing at ATC and the effort at TACOM, the contractor shall ship these vehicles back to its facility at its expense for refurbishment in accordance with C.12, if required.

b. The government's portion of the FAT will be in accordance with Section 4, Table I of the PD.

c. If the vehicle(s) fails the government test, the contractor shall make all necessary changes to the failed vehicles or select additional vehicle(s) for retesting. All costs related to retesting are to be borne by the contractor. The government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to us related to retesting.

d. The contractor shall produce both the first article test vehicles and production vehicles using the same production processes at the same facility(s).

E.4 Contractor Support Of Government Testing

a. The contractor shall have available, a System Support Package (SSP) for use during the government test. The SSP shall support the vehicles and shall include:

1. Commercial manuals, with the addition of procedures for military unique requirements that will be tested IAW E.3 above (including operator, maintenance, and repair parts.)
2. Spare and repair parts, and service items needed to perform periodic services for the duration of the test, and supplies for maintenance and operation.
3. Qualified technical personnel to support government testing on an "as needed" basis to provide advice, trouble shooting, maintenance assistance, and repair of the vehicle when requested by the government. The contractor must be at the test site within 24 hours of notification by the government and without any additional cost to the government.
4. Training of Test Personnel in accordance with C.6.2.6.3.

b. The contractor shall replace any part which fails to perform its function during the test, and correct any deficiency detected. All costs for parts and labor are the contractor's responsibility. The contractor shall provide parts and/or deficiency corrections within 24 hours of notification. If the contractor does not provide parts or deficiency correction within 24 hours, the Contracting Officer has the right to stop the test until the contractor completes the corrective action. The Contracting Officer also has the right to extend the approval or disapproval of the test and vehicle delivery schedule by a period equal to the delay caused by the contractor's failure to provide parts(s) or corrections, at no additional cost to the government. If a test failure requires rescheduling the test, the contractor is responsible for any cost incurred for the re-testing and the government reserves the right to extend the time for approval of the first article test.

E.5 Corrective Action Responses (CARs) For Test Incident Reports (TIRs) Generated From Government Testing (CDRL A031)

During the course of our testing, the government will generate TIRs and send them to the contractor electronically. The contractor shall respond electronically within three days of receipt. The contractor's response shall include its analysis of the incident and corrective action taken or proposed to prevent any recurrence of the incident. TIRs are classified by the test agency as critical, major, minor, and information. The contractor shall respond to all critical, major, and minor incidents. The contractor shall respond to informational incidents only upon government request. The government will provide all necessary electronic addresses.

E.6 Inspection Comparison Test

a. The government reserves the right to randomly select a production HMEE Type III for test any time during the contract performance period and subject it to the inspections and tests specified in Section 4 of the PD. The government will pay for all test costs, including transportation.

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b. If the vehicle fails to meet any of the requirements specified in Section 3 of the PD, the failure shall be cause for rejection of that vehicle and also for the government's refusal for continued acceptance of any additional vehicles until the contractor has provided evidence of corrective action taken to eliminate the deficiencies. The contractor shall correct all deficiencies on all vehicles at no additional cost to the government. The cost for validating the corrections made by the contractor shall be borne by the contractor.

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DELIVERIES OR PERFORMANCE
ADDENDUM TO CONTRACT TERMS AND CONDITIONS

DELIVERIES OR PERFORMANCE

F.1 Required Delivery Schedule

a. The contractor shall present six Government First Article Test Vehicles 120 days after contract award. (See H.12 for incentive on delivery of test vehicles and E.3)

b. Delivery Schedule for Production Vehicles:

1. For all delivery orders issued prior to government approval of First Article Test (FAT), the parties will negotiate the delivery schedule.
2. For any delivery order which is issued after the government approval of FAT, deliveries shall start 60 days after the date the delivery order is issued if the contractor has completed deliveries on all previous delivery orders. If the contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order. Monthly quantities will be negotiated at the time the delivery order is issued.
3. There are no quantity limitations to the Delivery Orders the government intends to issue over the term of this contract. However, unless otherwise agreed, the contractor will not be required to produce more than 30 vehicles in any 30 day period.
4. Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

*** END OF NARRATIVE F 001 ***

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.246-7001	WARRANTY OF DATA	DEC/1991

ADDENDUM TO CONTRACT TERMS AND CONDITIONS

SPECIAL CONTRACT REQUIREMENTS

H.2 Contractor Responsibility For AR 700-142 Material Release Compliance

a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal "Material Release" prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a "new item." In addition to the actual test items provided by contractors to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.

b. Contractors play a crucial role in a successful Material Release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract schedule for the contractor to deliver necessary data and the government to prepare the necessary documents to obtain a full Material Release prior to fielding of contractually required hardware to field units.

c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially.

d. The Contracting Officer has the right to unilaterally extend the delivery schedule of the vehicles, at no cost to the government, by the period of time equal to any delay in delivery of acceptable logistics data or LMI. The government further has the right to refuse to inspect and accept vehicles in advance of the extended delivery schedule. During the period of any delays in inspection and acceptance due to late or deficient delivery of data, the contractor shall store all vehicles produced at no cost to the government.

H.3 Requirement For Warranty

The contractor shall provide its standard commercial warranty with all applicable pass through warranties. The warranty will be incorporated in the contract at Attachment 4.

H.4 Ordering Year

For purpose of defining "ordering year" the first ordering year begins with the date of award of this contract. The remaining ordering years commence on the anniversary date of the initial contract award.

H.5 Reserved

H.6 Parts Support

The contractor agrees to enter into a separate parts support contract with the Defense Supply Center Columbus (DSCC) of the Defense Logistics Agency (DLA) for the expected life of the vehicle (at least 15 years). The initial contract will be for one to five years for a ready means of acquisition of replacement parts and/or components in support of the HMEE Type III. It will include option periods for up to a 15-year Indefinite Quantity Contract (IQC), with prices negotiated annually. (Note: DLA may elect to award options of different lengths but the total length of support will be for 15 years.) Delivery Orders issued against the support contract for Direct Vendor Delivery (DVD) shipments will have inspection/acceptance/FOB point Destination with Fast Pay Payment procedures applying to each DVD order less than \$100,000.00. The contractor must be able to process both manual and electronic orders for DLA stock purchases and manual orders for TACOM and Foreign Military Sales (FMS) requirements. The information at Attachment 5 is included for guidance.

H.7 Definition of DAC

For all data and hardware deliverables, "Days After Contract Award (DAC)" applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if we issue a delivery order for a HMEE Type III six months after the basic contract is awarded, the FAT vehicles and the associated data are due according to the timeframes established in the contract, starting at the date of the delivery order.

H.8 Option for I&KPT classes (Operator and Maintainer) (CLINs 1008, 1009, 1010, 1011, 1012, 1013, 2004, 2005, 2006, 2007, 2008, and

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2009)

The contractor shall conduct I&KPT classes IAW C.6.2.7.1. Training dates will be established in the delivery order, which will be issued no less than thirty days prior to the beginning of the required class. Each of these options may be exercised at any time in the applicable ordering period. The option quantities by CLIN are as follows:

CONUS	OCONUS (non-contingency)	OCONUS (contingency)
1 ea (CLINs 1008 & 1009)	1 ea (CLINs 1010 & 1011)	1 ea (CLINs 1012 & 1013)
1 ea (CLINs 2004 & 2005)	1 ea (CLINs 2006 & 2007)	1 ea (CLINs 2008 & 2009)

H.9 Option for NET Classes (Operator and Maintainer) (CLINs 1014, 1015, 1016, 1017, 1018, 1019, 2010, 2011, 2012, 2013, 2014, 2015, 3004, 3005, 3006, 3007, 3008, 3009, 4004, 4005, 4006, 4007, 4008, 4009, 5004, 5005, 5006, 5007, 5008, 5009)

The contractor shall conduct NET classes IAW C.6.2.7.1 at the fielding locations. Training dates will be established in the delivery order, which will be issued no less than thirty days prior to the beginning of the required class. Each of these options may be exercised at any time in the applicable ordering period. Each of these options may be exercised for one or more classes at any location, up to the following quantities per CLIN:

CONUS	OCONUS (non-contingency)	OCONUS (contingency)
10 ea (CLINs 1014 & 1015)	1 ea (CLINs 1016 & 1017)	4 ea (CLINs 1018 & 1019)
22 ea (CLINs 2010 & 2011)	3 ea (CLINs 2012 & 2013)	4 ea (CLINs 2014 & 2015)
22 ea (CLINs 3004 & 3005)	3 ea (CLINs 3006 & 3007)	2 ea (CLINs 3008 & 3009)
22 ea (CLINs 4004 & 4005)	3 ea (CLINs 4006 & 4007)	2 ea (CLINs 4008 & 4009)
22 ea (CLINs 5004 & 5005)	3 ea (CLINs 5006 & 5007)	2 ea (CLINs 5008 & 5009)

H.10 Option for Contractor Technical Assistance (CLINs 2016, 2017, 2018, 3010,3011, 3012, 4010, 4011, 4012, 5010, 5011, 5012)

Upon exercise of any of these options, the contractor shall provide a Field Service Representative to support the government IAW C.13. Each of these options may be exercised at any time during the applicable ordering period for the following number of man-days by ordering period:

CONUS	OCONUS (non-contingency)	OCONUS (contingency)
15 (CLIN 2016)	15 (CLIN 2017)	30 (CLIN 2018)
30 (CLIN 3010)	30 (CLIN 3011)	60 (CLIN 3012)
45 (CLIN 4010)	45 (CLIN 4011)	120 (CLIN 4012)
60 (CLIN 5010)	60 (CLIN 5011)	150 (CLIN 5012)

H.10.1 Field Service Representative - Contingency (AFARS 5125.225-74-9000)

H.9.1.a Contractor Personnel Accompanying The Force (CAF).

General.

(1) As used herein, the phrase "contractor personnel" includes both prime and subcontractor personnel, whether U.S. citizens (US), third country nationals (TCNs), or local/host country nationals (LNs/HCNs), and the contractor shall ensure that the requirements of this statement of work are included in all associated subcontracts. The phrase, "the force" means the U.S. Armed Forces and any United Nations or coalition forces operating with the U.S. Armed Forces pursuant to an international agreement. Contractor personnel may be required to accompany the force in support of military operations, including contingencies and exercises. Each military operation will evolve differently depending upon mission and the combatant commander's guidance. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(2) The contractor shall ensure that all contractor personnel comply with all (i) Service and Department of Defense (DoD) regulations, directives, instructions, policies, and procedures, (ii) U.S., third country, host nation, and international laws and regulations, and (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), applicable to contractors supporting the U.S. Armed Forces under the facts and circumstances in the area of operations (AO). The contractor shall read and become thoroughly familiar with AR 715-9, Contractors Accompanying the Force and FM 3-100.21, Contractors on the Battlefield.

(3) The contractor shall ensure that all contractor personnel hired by or for the contractor understand and agree to comply with all policy, guidance, instructions, and general orders applicable to contractor personnel supporting the U.S. Armed Forces in the AO as

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issued by the combatant commander or his/her representative to ensure mission accomplishment, force protection, and safety.

(4) The contractor shall at all times remain contractually responsible for the conduct of its contractor personnel. The contracting officer may direct the contractor, at the contractor's expense, to remove and replace any contractor personnel failing to adhere to the requirements set forth herein.

H.10.2. Essential Contractor Service.

The following services are considered mission essential. TBD.

H.10.3. Security and Background Checks.

Prior to accompanying the force, the contractor shall ensure that all applicable security and background checks are performed on all contractor personnel in support of this contract.

H.10.4. Immigration and Customs.

The contractor is responsible for (i) obtaining all passports, visas, and other documents necessary for contractor personnel to enter and exit each jurisdiction within the AO and (ii) the customs liabilities of its contractor personnel.

H.10.5. Processing and Departure Point.

The contractor shall ensure that all contractor personnel report to the designated deployment-processing site where the contractor personnel will receive appropriate training and items, e.g., specialized clothing and equipment, identification cards and tags. For any contractor personnel determined by the government to be not qualified to accompany the force, the contractor shall promptly remedy the problem. The contractor shall ensure that all contractor personnel redeploy and out-process through the designated deployment-processing site. Upon redeployment, the contractor shall ensure that all issued controlled items are returned to the government. (Medical screening requirements may be found in FM 3-100.21, Appendix D.)

H.10.6. Clothing and Equipment Issue.

The contractor shall ensure that, except where authorized and only as prescribed by the combatant commander or his/her representative, contractor personnel shall not wear military unique organizational clothing and individual equipment (OCIE), e.g., battle dress uniforms (BDUs). When prescribed by the combatant commander, the government will provide contractor personnel with chemical, biological, radiological, nuclear, and high-yield explosive (CBRNE) equipment and familiarization training commensurate with that provided to DoD civilian employees.

H.10.7. Weapons and Training.

The contractor shall ensure that contractor personnel shall at no time during the performance of their contractual duties or while accompanying the force have in their possession non government owned and issued firearms. The contractor shall ensure that its contractor personnel adhere to all guidance and orders issued by the combatant commander or his/her representative regarding possession, use, safety, and accountability of government issued weapons and ammunition, and shall comply with all related DoD regulations. Upon redeployment or notification by the combatant commander, the contractor shall ensure that all government issued weapons and ammunition are returned to government control. The contractor shall screen contractor personnel to ensure the personnel may be issued a weapon in accordance with applicable U.S. and host nation laws, and shall present the screening results to the contracting officer before a weapon is issued.

H.10.8. Use of Commercial Transportation into the Area of Operations.

Unless directed by the contracting officer in conjunction with guidance from the combatant commander, the contractor shall ensure that contractor personnel not obtain commercial transportation into the AO. The government will provide transportation into the AO for contractor personnel.

H.10.9. Logistics Support Element.

The contractor shall ensure that all contractor personnel report to the U.S. Army Materiel Command Logistics Support Element (AMC LSE) and provide all required information to the AMC LSE on the contractor personnel's movement and activities in the AO to facilitate the AMC LSE logistics integration function. The contractor shall ensure that all data requested by the AMC LSE is input and maintained up-to-date in the U.S. Army's approved personnel database system. Contact and coordination with the AMC LSE shall be conducted prior to entering and exiting the AO. Any additional coordination requirements with the AMC LSE shall be as directed by the contracting officer or contracting officer's representative (COR).

H.10.10. Arrival in Area of Operations.

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The contractor shall ensure that upon arrival in the AO, contractor personnel immediately report to the AMC LSE or other designated representative of the combatant commander who will provide for reception, staging, onward movement and integration (RSOI) of the contractor personnel. Contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for the contractor personnel will assist in the coordination of the issuance of these identification cards.

H.10.11. Force Protection.

The combatant commander will provide force protection for contractor personnel commensurate with that provided for DoD civilian employees.

H.10.12. Evacuation.

(1) As required by the operational situation, the government may, at its discretion, relocate contractor personnel to a safe area or evacuate them from the AO. The U.S. State Department has responsibility for evacuation of personnel as described in 22 U.S.C. 4802(b).

(2) If contractor personnel depart an area of operations without permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces contractor personnel who depart the AO without permission, the replacement expense will be borne by the contractor and the personnel replacement must be completed within 72 hours, unless otherwise directed by the contracting officer.

H.10.13. Medical.

The contractor is responsible to provide medical care for its contractor personnel. The government may, at its discretion, provide contractor personnel, on a cost reimbursable basis, emergency medical and dental care commensurate with that provided to DoD civilian employees. This is subject to the availability of such medical and dental care. The contractor shall ensure that contractor personnel possess a minimum of a 90-day supply of any medication they require.

H.10.14. Pay.

In the event the contractor must pay additional compensation above that contemplated under the contract in order to retain or obtain personnel to perform in the AO, the contractor must obtain prior approval from the contracting officer before incurring any additional compensation costs allocable to the contract. The contractor shall furnish proper data to the contracting officer to substantiate any adjustment to the contract.

H.10.15. Living under Field Conditions.

At the discretion of the combatant commander, the government will provide contractor personnel with the equivalent living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support commensurate with that provided to DoD civilian employees and military personnel.

H.10.16. Morale, Welfare, Recreation.

At the discretion of the combatant commander, the government will provide deployed contractor personnel with morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel.

H.10.17. Next of Kin Notification.

Before accompanying the force, the contractor shall ensure that each contractor personnel completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the government official designated by the contracting officer, as well as place a copy in the applicable contractor personnel file maintained in the AO.

H.10.18. Purchasing Resources.

When the combatant commander establishes a Combatant Commander Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board (JARB), or similar purchase review committee, the contractor shall coordinate purchases of items or labor designated as "limited or scarce commodities" in the AO. The contractor shall not purchase any locally procured item until (i) the contractor has reviewed the Contracting Support Plan (CSP) issued by the theater PARC for items that are restricted by the combatant commander for mission success and (ii) receive from the theater PARC or designated procurement review board an approval to purchase.

H.11. Government reserves the right to visit the contractor's facility and access reliability numbers after contract award to satisfy safety, suitability, and effectiveness of system.

H.12 Incentive for Early Delivery of Test Vehicles.

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The contractor is required to deliver the test vehicles in accordance with provision F.1 of the solicitation. However, the Government desires earlier delivery of the test vehicles if possible. The Government will pay the contractor a bonus for early delivery as follows:

- a. 5% of the unit price of each vehicle delivered and accepted by the Government 90 days after contract award,
- b. 15% of the unit price of each vehicle delivered and accepted by the Government 60 days after contract award;
- c. and 20% of the unit price of each vehicle delivered and accepted by the Government 30 days after contract award.

In addition to delivery and acceptance of the test vehicles, the contractor must also provide the following items prior to the time frames above in order to receive the applicable incentive award:

- i. All contractor support of Government testing identified in provision E.4 of the contract,
- ii. Safety Assessment Report (SAR) required by provision C.10.2 and CDRL A027, and
- iii. Transportability Report required by provision C.9 and CDRL A026.

All items and data must be accepted by the Government prior to the required dates to receive the incentive payment. The incentive payment will be paid upon successful completion of government test.

H.13 Incentive for Early Delivery of TM 5-2420-XXX-10 Operator's Manual -

The contractor is required to deliver TM 5-2420-XXX-10 in accordance with CDRL A014. However, the Government desires earlier delivery of this manual if at all possible. Therefore, the Government will pay the contractor the following incentive for early delivery:

\$75,000 for delivery of validated/verified Draft Equipment Publication in accordance with contract requirements within 90 days of contract award.

\$50,000 for delivery of validated/verified Draft Equipment Publication in accordance with contract requirements within 120 days of contract award.

The Operators Manual should be reflective of the model that will be produced to meet the requirement of this contract.

H.14 Incentive for Early Delivery of TM 5-2420-XXX-23, TM 5-2420-XXX-23P and Electronic Technical Manuals (ETMs)

The contractor is required to deliver validated draft TM 5-2420-XXX-23, TM 5-2420-XXX-23P and Electronic Technical Manuals (ETMs) in accordance with CDRLs A017 and A018 respectively. However, the Government desires earlier delivery of this data if at all possible. Therefore, the Government will pay the contractor the following incentive for early delivery:

\$75,000 for delivery of Draft Equipment Publications with validated supplemental data IAW contract requirements within 180 days of contract award.

\$50,000 for delivery of Draft Equipment Publications with validated supplemental data IAW contract requirements within 210 days of contract award.

\$25,000 for delivery of Draft Equipment Publications with validated supplemental data IAW contract requirements within 240 days of contract award.

\$10,000 for delivery of Draft Equipment Publications with validated supplemental data IAW contract requirements within 270 days of contract award.

The incentive will be paid only if all Technical Manuals (Draft Equipment Publications TM 5-2420-XXX-23, TM 5-2420-XXX-23P and ETMs (including TM 5-2420-XXX-10)) are delivered and accepted within the specified timeframes. In addition, the incentive will only be paid if the Final Manuals with supplemental data, Final Reproducible Copy (FRC) and all applicable copyright releases are delivered and accepted by the Government within 45 days of Government review and Verification.

H.15 Option for Time and Materials Contract for Interim Contractor Logistics Support

The Government reserves the right to exercise an option for a Time and Materials (T&M) contract for Interim Contractor Logistics Support (ICLS). The option will be for 4,000 hours for the first year, and 8,000 hours for the second year. The Scope of Work for this contract, and all applicable FAR clause references, are included at Attachment 8. The CDRL for this contract is L001, at Exhibit L. This contract will be awarded to the production contractor for the HMEE III. This option may be exercised at any time, but it is anticipated that it will be exercised upon First Unit Equipped (FUE) of the HMEE III. The Government reserves the right to end the ICLS

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contract upon obtaining Full Material Release, allowing organic support in lieu of contractor support.

H.16 The configuration of the vehicle being offered to meet the requirements of this contract should remain the same for the first year ordering period of the contract.

*** END OF NARRATIVE H 001 ***

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
3	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
4	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
5	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
7	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	DEC/2004
8	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
9	52.247-34	F.O.B. DESTINATION	NOV/1991
10	52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
11	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
12	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
13	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
14	252.225-7013	DUTY-FREE ENTRY	JAN/2004
15	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
16	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
17	252. 228-7003	CAPTURE AND DETENTION	DEC/1991
18	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2005

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[x] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[x] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4)

[] (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I (Mar 1999) of 52.219-5.

[] (iii) Alternate II (June 2003) of 52.219-5.

(5)

[] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

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[](i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[x] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

[x] (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10)

[x] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (June 2003) of 52.219-23.

[x] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[x] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[x] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

[x] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

[x] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[x] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

[x] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[x] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

[x] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[x] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)

[] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

(24)

[] (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

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[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[x] (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

[] (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[x] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

[] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

[] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

[] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(35)

[] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[x] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating

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to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

19	52.216-18	ORDERING
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OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 30 June 2010.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

20 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 200.

(2) Any order for a combination of items in excess of 200; or

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(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

21 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 January 2011.

(End of clause)

22 252.211-7003 ITEM IDENTIFICATION AND VALUATION JAN/2004

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>.]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle

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Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subtitle, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

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"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--
 - (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:
 - Contract Line, Subline, or Exhibit Line Item Number: N/A
 - Item Description: N/A
 - (iii) Subassemblies, components, and parts embedded within items as specified in ATPD 2346 Paragraph 3.5.4.4.
 - (2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.
 - (3) Data syntax and semantics. The Contractor shall--
 - (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
 - (A) Data Identifiers (DIs) (Format 06).
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and
 - (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
 - (4) Marking items.
 - (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
 - (ii) The issuing agency code--
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.
 - (d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.
 - (e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
 - (1) Description.*
 - (2) Unique identifier**, consisting of--

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- (i) Concatenated DoD unique item identifier; or
- (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Government's unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Unit of measure.
- (9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the

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procedures at <http://www.acq.osd.mil.uid>

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

23	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/2005
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[x] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[x] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[x] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

[] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

[x] 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

[x] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

[x] 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

[x] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

[x] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) ([] Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

[x] 252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

[] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

[] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

[] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2005) ([] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

[] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

[x] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

[x] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

[] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

[x] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

[x] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[x] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ([x] Alternate I) (MAR 2000) ([x] Alternate II) (MAR 2000)

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([] Alternate III) (MAY 2002) (10 U.S.C. 2631).

[] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

24 52.204-7 CENTRAL CONTRACTOR REGISTRATION OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

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(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be

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separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

25 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

26 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

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- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the

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CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

27 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

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(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of clause]

28

252.225-7043

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS

JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in 225.7401).

[End of Clause]

29 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

30 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access

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(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

31	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	MAR/2005
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

32	52.211-4016	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES	DEC/2004
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(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests on steel substrates will be conducted on a monthly basis (two test coupons) when solvent-borne primers are used and bi-monthly (two test coupons) when electrocoat primers are used. This test frequency shall begin once the process has been found to be in statistical control.

Unless otherwise specified, MIL-P-53022 and -53030 primers on steel substrates shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers on steel substrates shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be available for review at the applicator's facility. The prime contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment/painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. A list of TACOM approved facilities is available at <HTTP://contracting.tacom.army.mil/engr/eng.htm> . These facilities are capable of meeting the performance requirements.

Regualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system approval provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior

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to pretreatment for the coating system to pass these performance tests. Test coupons for salt spray/ACT shall have a maximum primer dry film thickness of 1.5 mils. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

(b) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe after removal from the test chamber for coupon evaluation. There shall be no more than 3 mm of corrosion, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below). If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. Bonderite 7400 is an approved, environmentally friendly alternative for wash primer. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.

(e) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch adhesion requirements. The use of multiple head cutters for acceptance testing is prohibited. The CARC painted surface shall be free of any blisters, pores or coverage voids.

[End of Clause]

33 52.211-4019 SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE APR/2000
 (TACOM) I
(a) Definition.

Qualified Tire Part Numbers: means any tire part number that you, as the vehicle manufacturer, have qualified for possible inclusion on the vehicle at the time of government final acceptance of the vehicle.

(b) Except as provided in (c) below, you must identify and list on the following lines, a minimum of three qualified tire part numbers, their corresponding manufacturer and National Stock Number (if an NSN is available), to provide alternate sources of supply for future spare tire procurements for the vehicles deliverable under this contract. By identifying tires on the lines below, you represent that (1) such tires comply with all applicable requirements in the vehicle specification; and (2) when such tires are applied at any wheel position, they shall not cause any adverse vehicle handling effects, when combined with the other approved manufacturers' tires listed below. List on the first line the tire you expect to have on the vehicle at time of government final acceptance.

	MANUFACTURER	MFG PN	NSN	OPL Number
1.				
2.				
3.				
4.				
5.				

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(c) In the event you cannot provide at least three (3) qualified sources of supply for tires, you must give reasons to the Procuring Contracting Officer (PCO) prior to contract award to explain why only two (2), or only one (1) source is available. Your rationale, as a minimum, shall include your methodology for qualifying/disqualifying alternate sources of supply for tires. Also, your rationale shall provide data to support any restrictions on mixing tires (e.g. a restriction that requires a single brand of tire to be used for all positions on a given axle).

(d) Indicate which of the above tires if any, are on one of the following Cooperative Approved Tire List (CATL) or Federal Specification Qualified Products Lists (QPL):

CATL 1922	Tires, Pneumatic, Vehicular (Highway)
QPL-ZZ-T-410	Tires, Pneumatic, Industrial
CATL 1923	Tires, Pneumatic, Low Speed, Off Highway
QPL-ZZ-T-1619	Tires, Pneumatic, Agricultural

If applicable, list, in the space above, the CATL or QPL number and the NSN for each tire. In the event one or more tires selected above does not have an assigned NSN, provide reasons to the PCO prior to contract award for the non-NSN tire selection over other NSN-assigned tires.

(e) After contract award, you must perform Component Qualification Testing on the tires listed in (b) above. Testing will determine the suitability of tires for use on equipment deliverable under this contract and will demonstrate that mixing different tire tread designs on a single vehicle will not degrade equipment performance below the requirements set forth in the system specification.

(1) Component Qualification Test. You shall conduct all necessary qualification testing and selection of test samples under Government surveillance at locations you designate. The test shall be conducted in accordance with the Government Component Qualification Test Plan (located in the purchase description or specification) and completed within 60 days prior to government acceptance of the first production vehicles offered under this contract. You shall submit Qualification Test Reports detailing all test results in accordance with Data Item DI-T-1900 and the Contract Data Requirements List (DD Form 1423).

(b) Component Qualification Test Deficiencies. Failure of the Qualification Test tires to meet specified requirements as a result of any deficiency during or as a result of such testing shall be cause for rejection. Failure to meet specified requirements shall be prima facie evidence that all tires which the test sample represents are similarly deficient unless you furnish evidence satisfactory to the Contracting Officer that they are not similarly deficient. Any failure of a manufacturer's tires during system testing will require additional component qualification testing to be approved.

(f) In the event Component Qualification Testing is waived, you shall be responsible for certifying that all tires identified in (b) above are suitable for use on vehicles deliverable under this contract and that mixing of these tires will not degrade vehicle performance in terms of mobility, durability, ride and handling below the contract requirements.

(End of clause)

34	52.211-4030 (TACOM)	SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	MAR/2001
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(a) Application: MIL-C-46168
MIL-C-53039
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

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(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

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Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

35 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
 (TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
- (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

36 52.214-4003 ALL OR NONE JUN/1985
 (TACOM)

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items

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listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

37 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

38 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN FEB/1995
(TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

39 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2005
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

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40 52.246-4032 WARRANTY OF SUPPLIES FOR NON-WEAPON SYSTEMS OCT/1996
 (TACOM)
 (a) Definitions

Acceptance: is when we sign the DD Form 250 or SF 1449 for the end item

Acceptance Date: The date shown on the signed DD Form 250 or SF 1449. If the end items are placed in storage, the acceptance date is shown on the DD Form 1149 and/or DD Form 1348-1.

Supplies: The end item and all parts and accessories you furnish under this contract.

Defect: is any condition or characteristic in the supplies that is not in compliance with the requirements of the contract.

(b) Warranty

(1) Upon our acceptance of the end item(s), you warrant that the supplies are free from defects in design, material, and workmanship for a period of -1- months from the acceptance date.

(2) If a defect occurs during the warranty period that makes the end item(s) unsafe or impossible to operate, you agree to extend the warranty for each affected end item(s) by a period of time equal to the time beginning when we notify you that the end items are deadlined and ending when they have been corrected and made operable. Additionally, to the extent you or your suppliers provide to commercial customers a greater warranty for the end item(s) or any of its components, you further agree to provide such greater warranty to us. You also will furnish to TACOM (Attn: AMSTA-IM-MBP) a listing of the specific parts, components, or assemblies which carry a warranty greater than the warranty you are providing us, as well as the specific terms of each greater warranty. See paragraph (h)(6), below.

(3) Any supplies corrected under this contract also will carry the same warranty as if they had just been accepted by us, per paragraph (b)(1) above.

(c) Notification.

You will be notified in writing, following our discovery of a defect in the supplies. This will be your official notification of a warranty claim, and will initiate the time constraints for you to correct the defect(s). Our notification will include identification of the applicable item serial number(s), UIC of the units who own the defective item(s), operating hours on the item(s), part number of the defective part, and the circumstances surrounding the defect. At this time, you will further be informed whether we have elected (i) to correct the defect(s) ourselves, or (ii) to direct you to correct the defect(s).

(d) Remedies--New Replacement Supplies and Transportation Cost.

(1) Government Correction:

(A) If we provide the replacement parts to correct the defects through our own supply channels, you will reimburse us the cost of these replacement parts. The reimbursement cost will be established based upon the amount in your current commercial dealer net price list or our Army Master Data File (AMDF) price, whichever is less.

(B) If we direct you to provide the replacement parts to correct the defects, you will furnish the replacement parts to us, at the repair location we designate, without cost to us. You will furnish these replacement parts to us within ten working days after you receive our written notification, except when we otherwise agree in writing on another timeframe.

(2) Contractor Correction:

When we direct you to correct the supplies, you will furnish all material required to correct the defective supplies, and will make repairs within ten working days after you receive our written notification. You will provide a copy of your work order to the Government unit(s) that own the defective item(s). Your work order will identify (i) the specific defect(s) to be corrected, (ii) the corrections that will be performed, (iii) all replacement parts required, (iv) the labor hours required to make the repairs, and (v) the serial numbers of the end items to be repaired.

(e) Remedies--Labor for Warranty Repairs.

(1) Government correction:

When we elect to correct the supplies ourselves, you will reimburse us for the cost of labor involved in the correction, to include the cost of the end item disassembly and reassembly. The cost of the labor involved will be computed at the rate of \$48.00 per hour multiplied by the number of labor hours listed for the necessary repairs, as listed in your flat rate time schedule manual or

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in our Maintenance Allocation Chart (MAC), whichever is less.

(2) Contractor correction:

(A) When we direct you to correct the supplies, you will have the option to (i) correct them in the field, or (ii) return them to your designated facility for correction. When you correct the supplies, the cost of labor involved in the correction will be covered by you. If you elect to correct defects at your facility, you will arrange all transportation of the supplies to your facility and back to the units that own them, and you will bear the associated costs.

(B) When we direct you to correct the defect(s), you will notify the warranty claimant (the unit that owns the items needing correction) before initiating the corrective action. This will be done within five working days of receiving our notice. Your notification will be oral and will indicate whether you elect to correct the defect(s) in the field (on site) or at your facility. Additionally, this notification will include the name and location of the repair facility, if your facility will be used, and in all cases will indicate the date(s) on which the repair work will be done, and the dealer or individual(s) who will perform the work. Should you fail to accomplish required warranty corrections within ten working days after notification of warranty claim, you agree to extend, at no additional cost to us, the terms of coverage of the warranty on these affected supplies for a time equal to the period beginning with our formal notification of claim until the date the supplies have been corrected.

(f) Reimbursement Procedure.

You must provide payment by the 15th day of each month for all warranty claims submitted by us for reimbursement which were received by you during the previous month. The payment shall be by check made payable to the Defense Accounting Office, DAOTACOM, and mailed to the U.S. Army Tank-automotive and Armaments Command, Attn: DFAS-IN/EM-BED, Warren, MI 48397-5000. The payment shall be accompanied by a statement which identifies, for each claim covered by the payment, the claim number, the Unit Identify Code (UIC) of each claim, the date of each claim, total dollars (broken out between parts and labor), and this contract number.

(g) Contractor Rights and Remedies

(1) You have the right to inspect any defective supplies, wherever located, within 30 days after notification of a warranty claim for the purpose of evaluating the cause of, or existence of the defect(s). If we do not receive your instructions within this 30 day period, we will dispose of the defective supplies. This right, however, does not relieve you of your responsibility to initiate the warranty replacement/repair action when we notify you of a warranty claim. In the event you determine the defective supplies are clearly non-warrantable (per paragraph (h)(4) of this clause) you will stop ongoing repair action and notify the owning unit.

(2) In the event that a previously accepted warranty claim action is determined to be invalid, you will be equitably reimbursed. Our failure to agree to such a reimbursement, or any circumstance where you disagree with our determination, will be considered a dispute, and processed per the disputes coverage in this contract (see paragraph (d) of FAR 52.212-4).

(h) General Warranty Matters

(1) If commercially available, you will deliver your current flat rate time schedule manuals and current price lists to us, concerning the supplies you are furnishing under this contract. Note this contract number on these manuals and price lists. Use this address: U.S. Army Tank-Automotive and Armaments Command, Attn: AMSTA-IM-MBP, Warren, MI 48397-5000.

(2) You shall affix a permanent Warranty Data Plate to each end item covered by this warranty. The data plate will list the word WARRANTY across the top in bold letters. It also will list the National Stock Number, your Contractor name and CAGE code, the date the warranty starts by year and month (e.g. 9701), and the date the warranty expires by year and month (e.g. 9807). The end item data plate shall be approximately 3 inches by 4 inches, and shall be mounted in clear view of the operator as near as possible to the center of the instrument panel. Background material requirements are that there will be alternating bands of blue and neutral (natural color of the material), placed diagonally at a 45 degree angle to the vertical. The stripes will be of equal width, with each strip approximately as wide as the lettering characters are tall.

(3) The rights and remedies provided to us in this clause are in addition to and do not limit any rights afforded to us by any other clause in this contract.

(4) The warranty set forth in this clause does not apply to any damage or failure to perform caused by misuse or abuse of the vehicle, combat damage, fair wear and tear items (brake shoes, track pads, wiper blades, etc.), or by our failure to perform proper maintenance or service on the supplies.

(5) You will provide a warranty performance report if required to do so by contract Data Item Description, such as DI-MNTY-81217).

(6) You will furnish, within 30 days from contract award, a listing of specific parts, components, and assemblies which carry a warranty greater than the warranty period in paragraph (b)(1) above. A copy of each warranty, along with each supplier's method of implementation, will also be provided to us, at the mailing address given in paragraph (h)(1) above.

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(7) If we place any end items in storage following acceptance, you agree to extend the warranty terms for each affected item by an additional period of time equal to the number of months the item is kept in storage, or you agree to give us an equitable reduction in the contract price equal to the pro rata cost of the lost portion of the warranty, up to the full cost of the warranty, for each month after acceptance that we keep those end items in storage.

41	52.247-4009	DELIVERY OF SUPPLIES FROM FOREIGN FIRM TO U.S. PORT OF ENTRY	AUG/2003
	(TACOM)		

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

- (a) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

 - (b) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

 - (c) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

 - (d) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:
 - (i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority.
 - (ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

 - (e) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).
- [End of clause]
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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	15-FEB-2005	032	
Exhibit B	BLANK EQUIPMENT CONTROL RECORD FORM	17-FEB-2005	001	
Exhibit C	DATA PRODUCT DELIVERABLE	15-FEB-2005	007	
Exhibit D	LMI PACKAGING DATA PRODUCTS	15-FEB-2005	003	
Exhibit E	LMI PACKAGING DATA PRODUCTS TRANSACTION FORMAT	15-FEB-2005	002	
Exhibit F	GENERAL PUBLICATIONS REQUIREMENTS	15-FEB-2005	006	
Exhibit G	REPAIR PARTS AND SPECIAL TOOLS LIST (RPSTL) REQUIREMENTS	15-FEB-2005	017	
Exhibit H	SYSTEM SAFETY PROGRAM GUIDANCE	15-FEB-2005	006	
Exhibit J	MIL-STD-40051 MATRIX REQUIREMENTS	11-MAR-2005	002	
Exhibit K	NMWR	11-MAR-2005	001	
Exhibit L	ICLS CDRL L001	11-MAR-2005	001	
Exhibit M	LMI - MAINTENANCE ANALYSIS	25-MAR-2005	001	
Attachment 001	PURCHASE DESCRIPTION ATPD 2346	15-FEB-2005	028	
Attachment 002	TIQ	15-FEB-2005	010	
Attachment 003	LIST OF UID ITEMS	11-MAR-2005	001	
Attachment 004	WARRANTY	11-MAR-2005	001	
Attachment 005	PARTS SUPPORT SOW	11-MAR-2005	001	
Attachment 006	FAILURE DEFINITIONS	11-MAR-2005	001	
Attachment 007	PP QUESTIONNAIRE	11-MAR-2005	008	
Attachment 008	T&M ICLS SOW	11-MAR-2005	007	
Attachment 009	PRICING - NET	11-MAR-2005	001	
Attachment 010	PRICING TM	25-MAR-2005	001	
Attachment 011	TRANSPORTATION ZONES	25-MAR-2005	005	
Attachment 012	BAILMENT AGREEMENT	25-MAR-2005	001	
Attachment 013	SCHEDULED MAINT TASKS & TOOLS CHART	25-MAR-2005	001	
Attachment 014	PROPOSED PRICES AND TOTAL EVALUATED PRICE SPREADSHEET	25-MAR-2005	001	

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2005
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations

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and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without

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Name of Offeror or Contractor:

discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--\

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I JAN/2005 dated Apr 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

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(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

- [] TIN:_____.
- [] TIN has been applied for.
- [] TIN is not required because:
- [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- [] Offeror is an agency or instrumentality of a foreign government;
- [] Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- [] Sole proprietorship;
- [] Partnership;
- [] Corporate entity (not tax-exempt);
- [] Corporate entity (tax-exempt);
- [] Government entity (Federal, State, or local);
- [] Foreign government;
- [] International organization per 26 CFR 1.6049-4;
- [] Other _____.

(5) Common Parent.

- [] Offeror is not owned or controlled by a common parent:
- [] Name and TIN of common parent:
Name_____
- TIN_____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is [] is not a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) [] is [] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) [] is, [] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

Name of Offeror or Contractor:

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [] is [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [] is [] is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs). The offeror represents as part of its offer that it [] is [] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

<u>Number of Employees</u>	<u>Gross Revenues</u>
[] 50 or fewer	[] \$1 million or less
[] 51 - 100	[] \$1,000,001 - \$2 million
[] 101 - 250	[] \$2,000,001 - \$3.5 million
[] 251 - 500	[] \$3,500,001 - \$5 million
[] 501 - 750	[] \$5,000,001 - \$10 million
[] 751 - 1,000	[] \$10,000,001 - \$17 million
[] Over 1,000	[] Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

- (A) It [] is [] is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It [] has [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the

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representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [] has [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

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(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act.

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products: [List as necessary]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products: [List as necessary]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "'Buy American Act--Free Trade Agreements--Israeli Trade Act'": [List as necessary] Canadian or Israeli End Products

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "'Trade Agreements.'"

(ii) The offeror shall list as other end products those end products that are not U.S -made or designated country end products. Other End Products [List as necessary]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are

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insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have ☐ have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: _____
Listed Countries of Origin: _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certifica-tion(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

[End of Provision]

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Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

- (b) Certification.
By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

6 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

7 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996
(TACOM)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD

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WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

8	52.215-4010	AUTHORIZED NEGOTIATORS	JAN/1998
	(TACOM)		

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

[End of Provision]

9	52.215-4404	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
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(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

10	52.215-4405	ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- DISCLOSURE STATEMENT	NOV/2002
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1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15
If the contract is terminated, the date of termination;

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-05-R-0304 MOD/AMD</p>	<p align="right">Page105 of 135</p>
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Name of Offeror or Contractor:

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECEIPT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and, WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

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Name of Offeror or Contractor:

Attorney work product;
Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and
Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);
NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

11 52.216-4006 METHOD OF PRICE EVALUATION OCT/2001
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

12 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)

Name of Offeror or Contractor:

- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- [] have

[] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

- (2) Further, in our review of the specification or technical data package in this solicitation, we--
- [] have

[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Substitute

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Name of Offeror or Contractor:

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Available?</u>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

13 52.225-4001 EVALUATION OF FOREIGN OFFERS OCT/1996
(TACOM)

For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax will be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

14 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
MAIL STOP 309
Warren, MI 48397-5000

shepher1@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters,

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the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

15 52.246-4037 COMMERCIAL WARRANTY INFORMATION OCT/1996
(TACOM)

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted

Name of Offeror or Contractor:

directly to another company on these items:	
COMPONENT/SUBSYSTEM	WARRANTY DURATION

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?
() Yes
() No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2004
2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	JAN/2004
6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
8	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
9	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

10	52.232-18	AVAILABILITY OF FUNDS	APR/1984
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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

11	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Associate Deputy for Contracting (Protest Coordinator) Warren, MI 48397-5000	or	HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Road, Rm 2-1SE3401 Ft. Blvoir, VA 22060 Facsimile number (703) 806-8866/806-8875
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The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above

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within one day of filing a protest with the GAO.

[End of Provision]

12	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES (TACOM)	MAY/2000
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- (a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.
- (b) Agency Protest: An AMC Protest may be filed with either, but not both:
- (1) The contracting officer designated in the solicitation for resolution of protests, or,
 - (2) HQ, AMC at the address designated below.
- (c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.
- (d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.
- (e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.
- (f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.
- (g) Processing of HQ, AMC-Level Protests:
- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875
- If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html
- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.
 - (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.
 - (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
 - (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.
- (h) Effect of Protest on Award and Performance:
- (1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance

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with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

- (i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:
- (1) terminate the contract;
 - (2) re-compete the requirement;
 - (3) issue a new solicitation;
 - (4) refrain from exercising options under the contract;
 - (5) award a contract consistent with statute and regulation;
 - (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
 - (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

13	52.209-4008 (TACOM)	CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL	APR/1986
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We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

[End of Provision]

14	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material,including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

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(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

15 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

16 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

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--Failure to comply with the requirements of this paragraph 2C may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

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Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

17 52.215-4502 PARTNERING

APR/1999

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

18 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
(TACOM)

SEP/2004

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

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(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: Self-extracting files are not acceptable. Compressed files or zip files are no longer acceptable.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 3 1/2 inch disk, or 700 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 3 1/2 INCH DISK, OR 700 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

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(e) Electronic offers must include, as a minimum:

(1) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 1449 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

19	52.219-4003 (TACOM)	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS	JUN/1997
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(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil/db/procurem.htm> on the World Wide Web.

[End of Provision]

20	52.219-4005 (TACOM)	SUBMISSION OF SUBCONTRACTING PLAN	FEB/1999
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(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

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(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

21 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

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www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

22	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L.23 PROPOSAL INSTRUCTIONS AND CONTENT

L.23.1 The offeror shall submit two hard copies and an electronic version of their proposal as specified in L.1.1.1 through L.1.5 below. All proposal information must be in the English language. The written portion of the proposal shall include a volume for each factor of the evaluation, and a volume for the following information:

a. One copy of SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror. Include completed fill-ins of SF 33 blocks 12 through 18.

b. One copy of this solicitation (Sections A-K) with all fill-ins completed.

c. Small/Small Disadvantaged Business Subcontracting Plan. This does not apply to U.S. Small Business firms.

L.23.1.1 Proposal Delivery Procedures (Paper and Electronic). Paper proposals will not be accepted at the TACOM Bid Lobby depository. The hardcopy paper and over-packed electronic versions (L.1.2) of your proposals will be required to go through a screening process prior to delivery to the Bid Lobby Depository. Your proposal will still be addressed and marked as required in L.11 Handcarried Offers. When your delivery service arrives at the main gate (11 Mile Road entrance) your proposal will be routed to building 249 receiving dock. Your delivery service will receive instructions and directions to Building 249 from TACOM security police upon arrival. Upon arrival at the receiving dock your delivery service representative must request that the receipt be date/time stamped. The receiving dock employees don't date/time stamp as a normal business activity. That date/time receipt will be the official time of delivery of your proposal per FAR 52.215-1 "Instructions to Offerors - Competitive Acquisitions" and FAR 53.214-7 late submissions, modifications and withdrawals.

L.23.1.2 Electronic Proposal: Identical electronic versions of your paper proposal shall be submitted for Volumes 1-5. Each Volume, including Attachments, shall be submitted in separate CD ROMs or write-protected Iomega 100Mb Zip or 1 Gb Jaz disks to facilitate Government review, and shall be readable on an IBM PC or compatible system running Microsoft Windows 95 or higher. File format must be

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compatible with Microsoft Word 97. For the Price Factor Volume, spreadsheets shall be in Excel or Excel readable format. The electronic version must be overpacked with the paper version.

L.23.1.3 Notwithstanding the information contained on the TACOM Procurement Network Website concerning electronic proposal submission, we will not accept e-mail or datafax offers.

L.23.1.4 In the event of a conflict between the electronic and hardcopy proposals, the hardcopy proposal will take precedence.

L.23.1.5 In addition to your written proposal, offeror is required to deliver one vehicle, with operator's manual, to Aberdeen Proving Grounds (APG), Md. The vehicle shall be the standard commercial model identified in B (1) of the Technical Information Questionnaire (TIQ), Attachment 2. The incorporation of military unique configuration changes (CARC paint, MIL-STD-209 Lift and tiedowns, C-130 transportability, NATO Slave Connector) is not required for this vehicle. The Contracting Officer will notify the offeror in writing within 2 weeks after the Request for Proposal closes when the vehicle is to be delivered. At time of delivery, the offeror shall provide an operator to demonstrate all operations of the vehicle for up to an hour at time of delivery. No additional time will be allowed. The equipment operator must be proficient with all aspects of operation of the vehicle. This operator will also serve as a point of contact for the vehicle, in case of technical difficulties, and shall provide his contact information to the receiving personnel at APG at time of delivery. No other contractor personnel will be allowed other than delivery driver and the equipment operator. Once the one hour demonstration is complete, the driver and operator are not to remain with the vehicle. The vehicle shall remain at APG during evaluation, estimated to be no longer than 3 weeks, and the government will assume all responsibility for the vehicle. Once evaluations are completed, the Contracting Officer will notify the offeror in writing when the vehicle is available for pick up. The Government will return the vehicle in the same condition as delivered. These requirements shall be at the offeror's expense and subject to the terms of the Commercial Vehicle Bailment Agreement at Attachment 12. Failure to timely provide a vehicle may form the basis for rejection of the offer.

L.23.1.6 Proposal Submission Guidance. The offeror's proposal/offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.215-1 (Alt 1), your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.

L.23.1.7 Accordingly, offerors are encouraged to contact the Contracting Office via email in order to request an explanation of any aspect of these instructions.

L.24 Rejection of Proposals: Offerors are cautioned that proposals which fail to meaningfully respond to the requirements of Section L and which merely offer to perform the work in accordance with the RFP, or which fail to present more than a statement indicating their capability of compliance with the technical requirements without elaboration, shall be deemed unacceptable and shall not be further considered for award. Failure to conform to the requirements stated herein or exceptions taken to the terms and conditions of the RFP may form the basis for rejection of the offer. (See Section M Provision M.1b entitled "Rejection of Proposals").

L.25 - Technical - Go/No-Go

L.25.1 Offerors shall clearly establish conformance with technical requirements in the PD through the data and information which they submit with their proposal. Offerors shall establish conformance by submitting the following information.

L.25.1.1 Offerors shall fill in the TIQ found in Attachment 2, for the their proposed vehicle. Failure to provide any of the information required by Attachment 2 may render your proposal ineligible for award. In addition to completing the TIQ, offerors shall submit available commercial literature, and may submit additional technical information, commercial literature, or other supporting data. In addition to filling out the TIQ, the offeror shall identify the differences between the vehicle offered to meet the requirements of the contract and that which was provided as part of the proposal.

L.26 Factor 1: Reliability

L.26.1 Submission of Reliability Proposal and Safeguarding of Contractor Reliability Data.

Offerors are advised that current law (cite PL XXXXX) prohibits unauthorized disclosure of contractor proprietary information submitted with your competitive proposals. Criminal penalties can be assessed for violations. The Government sequesters the Source Selection Evaluation Board (SSEB) in access controlled facilities to ensure safeguarding of proprietary data.

L.26.2 If, not withstanding the safeguards detailed above, the offeror is unwilling to provide specific documents which are part of the reliability proposal but is willing to provide access to such data at its facility, the Government team may travel to the offeror's facility to view such data. Withheld portions of the Reliability Proposal must be made available at a location within the continental United States.

L.26.3 Offerors who elect to withhold parts of the reliability proposal shall provide an inventory of the documents making up the proposal. The offeror shall provide with the inventory a notation of which documents are being withheld from the written proposal. For each document withheld, the offeror shall provide a written rationale explaining the basis for its position. For each of these

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documents, the offeror shall describe any limitation on the access; at a minimum, government note-taking from the document shall be authorized. The Government will annotate each page of each document made available by the offeror as identified in the inventory submitted with the proposal. These annotated documents will be retained by the offeror as a segregated set. The Government may request additional visits to the offeror's facility during the evaluation to further review the documents. The annotated set of documents will be maintained by the offeror for 120 days after the contract award is made.

L.26.4 If the government decides to go to the offeror's facility to view the withheld information, the offeror shall be so advised and arrangements made by the PCO. The offeror shall provide segregated secure space for the government team, and may only provide the withheld documents previously identified in the inventory submitted with the basic proposal.

A. Reliability Estimate

Offeror will provide an estimate of the Mean Time Between Essential Function Failures (MTBEFF) for the offered vehicle. Offeror will provide a discussion on whether you expect the military modifications (NATO Slave Receptacle, MIL-STD-209, temperature, transportability, etc.) to reduce the estimated MTBEFF. If you anticipate a reduction of MTBEFF, elaborate on the effects and provide the resulting MTBEFF. Failure to provide this information with your written proposal may result in your proposal being rejected for failing to respond to the proposal preparation instructions.

B. Reliability Supporting Data (Written submission with the proposal is preferred. See L.4.3.)

- i) A copy of your corporate reliability program
- ii) A detailed analysis of how the offeror determined the estimated MTBEFF. The detailed analysis shall be developed based on Attachment 6 for failure definition criteria. The detailed analysis shall include a summary distribution of essential function failures per definitions in Attachment 6 and the corresponding corrective actions taken to mitigate their effect on system reliability.
- iii) Offeror shall prepare binders, tabbed for easy reference, with any data you feel necessary to support your analysis in para ii above. Supporting data can include the following:
 - 1) Reliability test report on applicable commercial model.
 - 2) Failure history including symptoms, causes, and fixes of each type of failures experienced in commercial fleet. Also information on the cumulative time at each failure, mean length of time (hours, miles, or whatever is appropriate) before each failure.
 - 3) Parts demand data.
 - 4) Minutes/summaries of any failure review boards conducted.
 - 5) Expected life between overhauls
 - 6) A copy of offered warranties (basic and extended) and warranty information results to include the major problems and their causes
 - 7) Number of the units that you have produced and the model number being produced at the present time.
 - 8) Number of years that this model has been in production and the total number produced of all similar models
 - 9) Previous type of testing that has been done on vehicle offered to include both cold and hot testing
 - 10) Provide a copy of your ISO certification (if certified) and a copy of your subcontractors' ISO certification (if available)

L.27 Factor 2: Logistics

There are five subfactors within the Logistics Factor: Ease of Maintenance, Global Support, Transportability, Operator's Manual, and Training. The relative weights of the elements are set forth in Section M.

L.27.1 Subfactor 1: Ease of Maintenance. The Army requires a HMEE Type III system that minimizes the maintenance burden on the soldier. Ease of Maintenance consists of the following: Ease of Removal and Replacement/Modular Design, Diagnostics, Scheduled Maintenance, and Tools.

a. Ease of Removal and Replacement/Modular Design.

Modular design is defined as the design of major components/assemblies (i.e., cab, engine, transmission, axles, front end loader, backhoe assembly, buckets, etc.) for ease of removal and replacement.

List and describe any major components/assemblies on the offered vehicle that are modular in design.

In particular, provide the estimated times to remove and replace the following major components:

- Engine
- Transmission
- Front Axle

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Starter
Alternator
Main hydraulic pump

If your approach to engine and transmission removal requires that they are removed as a Power Pack, also list the time required to separate the two components.

Do not include times for Equipment Conditions (i.e., tasks required to prepare the vehicle for maintenance or remove parts to gain access to the component) and Follow-on Maintenance tasks (i.e., tasks required to install the parts that were removed as Equipment Conditions) in this estimate.

Provide any documentation or analysis generated that supports the validity of the estimated times. Your proposal shall include instructions from your commercial manuals on the performance of these tasks.

b. Diagnostics.

Describe what diagnostic features are offered with your proposed system, including identifying all conditions that are measured. Describe the current diagnostic and fault isolation capabilities to facilitate the ease of serviceability and maintenance on the model you are offering. Describe in detail the method of diagnosing malfunctions using any combination of the following: embedded diagnostics, automated diagnostics using external test equipment or manual diagnostics using external test equipment.

c. Scheduled Maintenance.

Provide a listing of all Scheduled Maintenance by service interval (calendar time and/or hours) required to support your vehicle for a period of one year (approximately 1500-2400 hours). Identify all parts (quantities and cost), man-hours required to perform each task on Attachment 13. Refer to the example on Attachment 13 for additional guidance.

Provide any documentation or analysis generated that supports the validity of the information.

d. Tools

Annotate the cubes, weight, nomenclature, price, part number and National Stock Number (NSN if applicable) for the tools required to perform each Scheduled Maintenance task on Tool Quantity column of Table 1 of Attachment 13. Refer to the example on Table 1 of Attachment 13 for additional guidance. Attachment 13 is also located on the BHL acquisition website so it can be easily downloaded.

L.27.2 Subfactor 2: Global Support

Global Support. The Army conducts more and more operations in areas of the world with austere infrastructures and little or no host nation support. Therefore, the government desires a global network to supplement its organic capabilities for the vehicle offered. This support consists of all parts and services, to be provided to CONUS (Continental United States) based units and to units deployed OCONUS (Outside CONUS), in both contingency and non-contingency areas of operation.

Describe how your current commercial parts support and technical service network is able to support the Government under worldwide peacetime and contingency (peacekeeping and wartime operations) for the offered vehicle, within the timeframes listed in Attachment 5, paragraph 1.3, for the following locations:

CONUS	OCONUS
Ft. Polk, LA	Afghanistan
Ft. Hood, TX	Korea
Ft. Stewart, GA	Iraq
Ft. Leonard Wood, MO	Germany
Ft. Lewis, WA	Hawaii

(Note: The list of locations above is a representative sample of locations within each of the US Strategic Command's area of responsibility and is not limiting or indicating the future locations of HMEE Type III deployment.)

If your global support approach includes a dealership network, provide a list of the locations of dealers, warehouses and distribution centers available for spare parts support for the locations listed above. Describe any changes to the offeror's existing parts support system needed to meet the needs of the military at the locations listed above. Also, explain how your existing service network supports your worldwide customers.

L.27.3 Sub-factor 3: Aircraft Transportability

L.27.3.1 Describe your approach to transporting the HMEE Type III by C-130 Air Force cargo aircraft. Indicate in your proposal the total time for preparation for transport (requirement is no more than 60 minutes), including the extent to which you approach the

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desired requirement of no time for preparation in paragraph 3.4.3.3 of the PD. Provide a list of modifications you will make to the vehicle so that it is able to fit inside the C-130 envelope. Also, provide a list of all items, if any, that must be removed from the vehicle to meet the Roll-On/Roll-Off (RO/RO) requirements. (If the cab needs to be removed, describe your approach to making the vehicle operational with cab removed for loading and unloading. Provide the time, personnel, tools, and equipment required for each item during disassembly and re-assembly; include the basis for establishing this estimate, broken down by specific tasks).

L.27.3.2 Provide an engineering analysis of your lift/tie down provisions (include calculations and dimensions) and provide a discussion of how you intend to meet the MIL-STD-209 for lift and tie downs. Your proposal shall include line drawings of the vehicle showing measurements of the vehicle, vehicle weights, tire footprint area, and tire pressure.

L.27.4 Subfactor 4 Operator's Manual (Includes A012 and A013) (Supplemented COTS Operator TM and related ETM with underlying electronic files)

L.27.4.1 This is an accelerated acquisition. Offerors are required to demonstrate an ability to produce and deliver the Operator's manual requirements a minimum of two months prior to FUE date specified in the RFP. The proposal and evaluation will address the offeror's plan to deliver an acceptable operator's manual from the basis of a time phased layout of labor skills and labor mix. Offerors are required to define the baseline in terms of the existing manual, explain an understanding of what an acceptable manual shall consist of, and provide a detailed labor estimate of the skills and mix (see Attachment 10) necessary to meet the acquisition need, including interim milestones. Most importantly, offerors must provide an explanation of the estimating methodology, on an overall basis as well as on an individual skill basis. It's the substantiating narrative that will be assessed to conclude the offeror's level of understanding and likelihood of success. Offerors are cautioned that the same level of detail must be provided for the prime and all subcontractors involved in preparation and delivery of A014 and A015.

L.27.4.2 Baseline Document

Provide three complete commercial Operator TMs that reflect and support the vehicle configuration being offered no later than 20 days after the release of the RFP. The Operator TM(s) submitted shall represent the baseline for your proposal, estimates and lists submitted in response to the instructions in this Section.

If the existing Operator manual(s) contains more than one configuration you shall clearly mark what data doesn't apply to the configuration and TM offered. You may mark-out the non-applicable data or pages or furnish a list of data, pages, paragraphs that do not apply.

If you do not have a separate operator TM, submit three copies of your existing combination manual (i.e.) operator and maintenance and parts list or any combination of the three. The Operator TM or combination TM that contains the Operator data shall consist of existing data (component manuals, volumes, folders, inserts spec. sheets and other documents) from both prime contractor and vendor(s) that accurately supports and reflects the configuration you are offering. Based on your TM(s) and mark-ups or lists, the government must be able to readily identify what configuration is being offered and the extent of existing coverage to support the accurate, complete and safe operation and operator maintenance of the configuration offered to include the military modifications.

With your written proposal, provide a separate list of components, assemblies and other data, such as but not limited to: use and function of controls and indicators, normal operating procedures, operation under unusual, adverse conditions, troubleshooting and operator maintenance tasks, adjustments (operator tools must be available as BII) and supporting illustrations, that are not in the existing Operator TM(s) furnished to reflect and support the configuration offered. Your list shall identify the specific type of operator data that is not included or is not accurately portrayed in the TMs submitted.

Identify if the baseline TM(s) are paper based only or are based on intelligent, editable, searchable files. If the TM(s) are a combination of paper based and electronic files identify relative proportion of paper versus electronic. The higher proportion of paper only or non-editable electronic file should be reflected as an increased effort in your appropriate labor category & hours. Identify the types of computer hardware and software you and your subcontractor will use to meet the Operator TM and the ETM requirements.

L.27.4.3 Completed Operator's Manual

The completed Operator TM shall meet contract requirements in accordance with Section C, DD Forms 1423 for A014 and A015 and related Exhibit F. The delivered TM/ETM electronic files shall reflect and support only the configuration being offered. The completed TM, existing commercial manual and supplemental data and ETM shall be 100% validated. It shall provide accurate, complete and safe operating and operator maintenance instructions and illustrations. The data shall be clear, concise and readily accessible. The TM pages shall be in ascending numerical order with the TM number at the top of each page. The TM/ETM shall reflect the configuration offered to include Army hardware requirements; the TM/ETM shall reflect all corrections resulting from reviews, testing, and the combined validation/verification. Your proposal shall support your actions, efforts to bring the baseline TM/ETM up to an acceptable, complete paper and electronic Operator Manual delivery.

L.27.4.4 Estimating Methodology

Offeror shall provide the basis for the labor estimate. If an offeror is using a prior effort as a basis for the estimate, the offeror

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shall explain why that prior effort is similar to this requirement and what adjustments, if any, were made to the prior effort. If the offeror is using standard corporate estimating methodology to generate the estimate, explain the basis of this methodology and how it pertains to this requirement, and any adjustments made. If a detailed analysis of the baseline and final document requirements was used to generate the estimate explain the basis and results of the detailed analysis.

L.27.4.5 Labor Estimate

Offeror shall provide a detailed labor estimate in the format provided in Attachment 10. The estimate shall be time phased, by month, with an assumed start date of June 30, 2005 and concluding with delivery of a final approved operator's manual and ETM a minimum of two months prior to FUE date specified in the RFP. The offeror shall modify Attachment 10 as necessary to identify the various skill levels proposed for each skill category. The total hours needed to complete the manual should be indicated. This total shall be directly traceable to the price of the manual submitted in Section B.

L.27.4.6. Narrative Explanation

Your proposal shall describe how you intend to go from your baseline TM(s) submitted to delivery of the Operator TM and ETM requirements in accordance with Section C, Exhibit F and CDRLs A014 and A015.

Identify if you plan on subcontracting any or all of the publication effort. Identify who your intended subcontractor(s) are.

Describe your (prime and sub(s)) controls and processes, personnel, facilities and equipment used for the development, hands-on validation, correcting, processing, handling and delivery of the restructured, re-paginated commercial manual with supplemental data (SD) incorporated into a single Operator TM to meet our delivery requirements.

Offerors shall provide a narrative explanation of each labor category employed. This narrative shall explain the basis of the estimate, tied to the estimating methodology identified above. If an individual labor category is estimated with a methodology other than explained above, provide the basis of the estimate. Prime contractor shall include all direct hours to produce the manual, including subcontracts. Offerors shall explain the basis of the individual skill levels within a skill category. Offerors shall explain the time phasing of the hours against the interim milestones and the final delivery of the operators manual.

L.27.5 Subfactor 5: Operator and Operator Maintenance Training.

Describe how you've designed your vehicle to minimize the training required to efficiently operate it. Describe the features of your vehicle that make it inherently simple to operate. Discuss how many hours it takes to train inexperienced U.S. Army operators on operation of the offered vehicle and proper operational maintenance. This discussion shall detail how much training time is in the classroom, how much is hands-on, and/or what use is made of computer or other training aids, devices or simulators. The offeror shall discuss how its design of the vehicle and/or the training approach support the training time proposed. Offerors shall provide any evidence or data it has supporting its claims. Provide a copy of your commercial training material. Provide the experience level and background of your training developers and instructors.

L.28 Factor 3: Price Factor

1. The offeror shall provide all proposed prices in Attachment 14 (Proposed Prices and Total Evaluated Price Spreadsheet) rather than in Section B of the solicitation. When an offeror electronically enters all proposed unit prices on Attachment 14, using Microsoft Excel, the total evaluated price is automatically calculated (and shown) in that electronic file. With its offer, the offeror shall include this completed electronic version of Attachment 14, in Microsoft Excel, with all the original formulas still embedded in the file. This spreadsheet includes all CLINs in Section B and some ICLS information. The Price Volume shall include all information indicated below. All amounts in Attachment 14 and in the Price Volume shall be in U.S. dollars. To aid in the Government's evaluation of price reasonableness, the offeror shall provide the following information in the Price Volume of the proposal:

- a. State the exchange rate (if applicable) being used to convert any currency to U.S. dollars.
- b. For CLIN 1001, break down the proposed unit price per vehicle into the following dollar amounts:
 - Base production price per vehicle
 - Price for Nonrecurring engineering
 - Price for FAT and FAT report
 - Price for Contractor support of Government testing
 - Price for Tester training
 - Price for UID development
 - Price for Site license for diagnostic software for all production vehicles (regardless of quantity), if procured
 - Other (list/identify by name and price amount)
 - Total unit price per vehicle (sum of the above)
- c. For CLINs 1002, 2001, 3001, 4001 and 5001, break down each proposed unit price per vehicle into the following dollar amounts:

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- Net price for base commercial vehicle
- Price for diagnostic software, if procured, for each vehicle
- Price for Government-unique requirements
- Total unit price per vehicle (sum of the above)

Regarding the price for the base commercial vehicle, also provide a copy of the current published catalog price or published price list (if any) that is available to your commercial customers or provided to your dealers or distributors. Also identify (as a percentage) and explain any discounts included in your offered prices.

d. For CLINs 1008 through 1019, 2004 through 2015, 3004 through 3009, 4004 through 4009 and 5004 through 5009, provide information to support each proposed price, in the format provided as Attachment 9 to this RFP.

e. For CLINs 2016, 2017, 2018, 3010, 3011, 3012, 4010, 4011, 4012, 5010, 5011, and 5012, break down each proposed price per man-day into the following elements:

- Direct labor cost
- Other direct cost
- Indirect cost
- Profit
- Total price per man-day (sum of the above)

f. For the time-and-material-related work under the ICLS effort in Attachment 8, as shown on Attachment 14 the offeror shall provide three material handling factors (for the first period and the second period) and three loaded pricing rates per hour (for the first period and the second period). There are three factors/rates because there are three different categories shown on Attachment 14: Non-contingency CONUS, Non-contingency OCONUS, and Contingency OCONUS. Related to these proposed factors/amounts, the offeror shall provide the following data in the Price Volume:

(1) The offeror shall quantitatively show what costs are included in the proposed percentage factors for material handling costs. (The proposed percentage factors for material handling costs will be added to all allowable and allocable direct material cost that the contractor incurs as part of the ICLS effort. (For example, if the factor is 10%, the contractor would be paid \$1.10 for each dollar of direct material incurred.) The factor is as provided in FAR 16.601(a)(2) and 16.601(b)(2). No profit shall be included in this factor.)

(2) In the Price Volume, the offeror shall break down each proposed price per hour into the following elements:

- Direct labor cost
- Other direct cost
- Indirect cost
- Profit.
- Total price per hour (sum of the above)

(The loaded labor pricing rates per hour are as provided in FAR 16.601(a)(1). These composite fixed hourly pricing rates shall be those that the contractor will actually charge under the ICLS effort.)

2. If necessary, the Government reserves the right to request additional information to aid in its evaluation of price reasonableness.

L.29 Factor 4: Logistics Past Performance/Small Business Participation

L.29.1 Subfactor 1: Logistics Past Performance

a. The Offeror is required to provide the following under this subfactor:

1. Briefly describe your proposed performance (i.e. work the prime will perform; work any logistic subcontractor(s) will perform). State, if, as a prime, you have an established working relationship with your proposed logistics subcontractor for this contract.

2. For prior logistics contracts which are considered recent and relevant to the logistic portion of Section C Statement of Work, include in Volume V the information specified in L.7.1.a.4.a. through L.7.1.a.4.e. below.

3. Additionally, for each contract identified under a.1. above, issue a past performance questionnaire in accordance with the instructions in L.7.1 paragraph h. below. The Offeror shall see the instructions in L.7.1 paragraph h. requesting early submission of certain Past Performance information.

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4. Recent/Relevant Contract Information: The Offeror shall identify and submit no more than 7 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors. Recent contracts are those with any performance occurring within the three years prior to the date this RFP was issued. Offerors can demonstrate the relevance of their Past Performance by focusing on the following specific efforts and their similarity to the requirements of this solicitation:

- i) Development of MIL-STD-40051 Operator and Maintenance TMs
- ii) Development of Supplemental Data for authenticated Commercial Manuals
- iii) Development of CCSS Repair Parts and Special Tools (RPSTL) TMs
- iv) Development of Electronic Technical Manuals (ETMs)
- v) Development of Provisioning Data
- vi) Development of New Equipment Training Materials
- vii) Development of Maintenance Analysis
- viii) Development of Packaging Data

For each of your recent/relevant past contracts, provide the following information:

- (a) Contract Number
- (b) Contract type
- (c) Award Price/Cost
- (d) Original delivery schedule
- (e) Final, or projected final delivery schedule
- (f) For other than firm fixed price contracts, the estimated or target cost and the actual cost
- (g) Your (or your logistic subcontractor's) CCR, CAGE and DUNS numbers
- (h) Government contracting activity address, telephone number, and e-mail
- (i) Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- (j) Government contracting activity technical representative, or COR, telephone number and e-mail
- (k) Government contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- (l) Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation
- (m) For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

b. Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or canceled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your logistics subcontractor's contracts. Provide the information requested in L.7.1a.4. above for any of these contracts. If there were no cancellations or terminations, state that.

c. Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

The Offeror shall also provide the above requested information for any proposed logistic subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

d. Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified above in L.7.1a.4., for those contracts that these key personnel were involved in with those previous employers.

e. Predecessor Companies: If you, or your logistic subcontractor, only has relevant and recent performance history as a part of a

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predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

f. Contacting References: Offerors are advised that the Government may contact any of the references that the Offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

g. Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

h. Questionnaires: A past performance questionnaire is provided at Attachment 7. For the contracts described in L.7.1a.4., the Offeror shall send a copy of the past performance questionnaire directly to the federal, state or local government agency which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at alexandd@us.army.mil no later than five days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation).

In addition, the Offeror is requested to prepare and submit to the Contract Specialist within twenty two days of posting of the final RFP, a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Contract Specialist via email at alexandd@us.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.29.2 Subfactor 2 - Small Business Participation This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

L.29.2.1 All offerors, including offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran-owned small businesses (VOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

L.29.2.1.1 If the prime offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the offeror's own participation, as a SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.29.2.2 Small business concern participation, for the base year as well as for each option period/out-year (if any), shall be identified in a table format substantially as follows (note the numbers in this table are sample numbers):

BASE YEAR BUSINESS CATEGORY	Dollar Amount (all SubKs)*	Percentage of SB Participation
Total Subcontracting (LB+SB)	\$43.00M	100.00%
SB	\$10.00M	23.25% (\$10M of \$43M)
SDB	\$ 2.15M	5.00% (\$2.15M of \$43M)
WOSB	\$ 2.36M	5.50% (\$2.36M of \$43M)
VOSB	\$ 0.30M	0.69% (\$0.3M of \$43M)
HUBZone SB	\$ 1.00M	2.32% (\$1.0M of \$43M)
HBCU/MI	\$ 0.15M	0.35% (\$0.35% of \$43M)

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if

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the prime is a U.S. small business concern.

L.29.2.3 All offerors, regardless of size and whether the offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows (note the numbers and the descriptions in this table are samples):

Base Year			
Name of SB Concern	SB Classifications(s)	Description of Product/Service	Total Dollars
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.29.2.4 As defined below, offerors shall also provide the following:

L.29.2.4.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms that have never held a contract incorporating FAR 52.219-9 shall so state.

L.29.2.4.2 All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance, and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

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EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

- (a) We'll award a contract to the offeror that:
- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
- (1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.
- (d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

2	52.225-4002 (TACOM)	EVALUATION OF FOREIGN OFFERS	MAR/1984
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For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax shall be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

[End of Provision]

M.3 BASIS OF AWARD

- a. Selection of Successful Offeror.
- The government plans to award one contract for vehicle production and related services and data (CLINS 1001 - 5012) as a result of this solicitation. The government may also award a contract for up to 12,000 hours of Interim Contractor Logistics Support. The objective of the HMEE Type III program is to acquire commercially available equipment that provides the Best Value to the government when evaluated in accordance with the criteria described below. We desire the low-risk solution, which is something that already exists as opposed to something that needs to be developed.
- b. Two Step Evaluation Process.
- The evaluation of proposals in response to this solicitation is structured in two phases. Phase I is an evaluation of the technical merits of the offer. This evaluation will be on an acceptable/not acceptable basis. Any Offeror's proposal assessed as not acceptable in Phase I will be notified that its proposal will no longer be considered for award.
- c. Under Phase II of the evaluation process, those proposals found acceptable under Phase I will be evaluated using a trade-off process to determine which proposal provides the most advantageous and realistic proposal (i.e. best value) considering the following four factors: Reliability, Logistics, Price, and Logistic Past Performance/Small Business Participation.
- d. Phase I Evaluation.
- Phase I will be an acceptable/not acceptable evaluation of the Technical approach to meeting the proposed contract requirements. The determination of acceptable will be based on an evaluation of the proposed technical approach against the following definition:
- The Technical proposal will be evaluated on an Acceptable/not Acceptable basis. To be considered ACCEPTABLE, the technical proposal

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must present an approach to the equipment that is assessed as reasonably likely to meet requirements, without major redesign or major modification. The available technical documentation, including such items as commercial literature, specification sheets, TIQs (Attachment 2), and sample commercial vehicle shall be provided, where necessary, to support a conclusion that the approach is feasible and practical. Supporting documentation shall be generally clear and demonstrate an understanding of the overall requirements.

NOTE: Technical performance beyond the minimum acceptable, as defined above, will not be carried over into Phase II evaluation and given evaluation credit. The end result of Phase I will be on an acceptable/not acceptable basis.

e. Phase II Evaluation.

Phase II of the evaluation is a best value process to select the most advantageous and realistic offer from among those Phase I proposals assessed as acceptable. Under Phase II, the Government will weigh the merits in Logistics and Logistics Past Performance/Small Business factors against the evaluated price to the Government to determine which proposal, in its judgment, represents the best value. The Technical Factor Phase I proposal will not be considered in the Phase II best value award decision. As part of the trade-off determination of best value, the relative advantages, disadvantages, and risks of each proposal will be considered.

f. Sample Commercial Vehicle.

The vehicle will be used to validate/verify the TIQ in Phase I and as necessary, any portion of your written proposal in Phase II.

g. The Government intends to award a contract without discussions, but reserves the right to hold discussions, in any phase of the evaluation, if necessary. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a).

h. Rejection of offers.

The government may reject any proposal which (i) merely offers to perform work according to the RFP terms or states the offeror is able to comply, without elaboration, or (ii) is unrealistic in terms of technical or schedule commitments, reflects an inherent lack of technical competence, or indicates a failure to comprehend the complexity and risks involved or (iii) is unrealistically high or low in Price.

i. Risk Assessment.

The government will assess the capability of each offeror in four factors: Reliability, Logistics, Price, and Past Performance and Small Business. (See M.2 below.) The government will assess the risk of successful performance. For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

Proposal Risks.

Proposal Risks are those risks associated with an offeror's proposed approach in providing goods and/or services in accordance with the terms and conditions of the contract. Terms and conditions include, for example, the performance, quality, and timeliness requirements of the contract. The government will consider the following, and may take into account, other relevant considerations, when it assesses risk: (i) the feasibility and probability of the approach meeting specific requirements of the solicitation, (ii) the adequacy, precision, and clarity of the analysis techniques, including rationale, and (iii) the general quality of the proposal, including, for example, understanding of the requirement, completeness and thoroughness of the proposal. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Reliability Factor, Logistics Factor, Price Factor and Logistics Past Performance/Small Business Participation Factor.

Performance Risks.

Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance. The SSEB will assess performance risk in the Past Performance/Small Business Participation Factor.

j. Contractor Responsibility And Eligibility For Award.

To be eligible for award, you must be determined responsible by the Contracting Officer. A pre-award survey may be used to aid in this determination. The Government will award a contract to the offeror that: represents the best value to the Government, submits a proposal that meets all the material requirements of this solicitation, and meets all the responsibility criteria at FAR 9.104. To make sure that you meet the responsibility criteria at FAR 9.104, the Government may arrange a visit to your plant and perform a pre-award survey or ask you to provide financial, technical, production, or managerial background information. If you do not provide the Government with the data requested within 7 days from the date you receive the request, or if you refuse a Government visit to your facility, the Government may determine you non-responsible. If the Government visits your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for the team to review.

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k. Determination of Responsibility.

Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Government's requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the Procuring Contracting Officer (PCO) in the evaluation of each offeror's proposal and ensure that a selected contractor is responsible. The SSEB will consider the results of any such Pre-Award Surveys in the selection decision. No award can be made to an offeror who has been determined to be not responsible by the PCO.

M.4 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE.

M.4.2 Best Value Evaluation

a. To determine the best value, we will evaluate the following factors:

1. Reliability
2. Logistics
3. Price
4. Logistic Past Performance/Small Business Participation

b. The Reliability factor is more important than the Logistics factor. The Logistics factor is more important than the Price factor. The Price factor is significantly more important than the Logistics Past Performance/Small Business factor. When combined, the Reliability, Logistics, and Logistics Past Performance/Small Business factors are significantly more important than the Price factor.

c. The Price Factor and non-Price Factors of each proposal will be evaluated. The non-price factors combined are significantly more important than Price. However, the closer the offerors' evaluations are in the non-price factors, the more significant Price becomes in the decision. The fact that Price is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when an otherwise superior proposal is unaffordable; or 3) when advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.5 FACTOR 1: RELIABILITY

The Government will evaluate the offeror's proposal and prepare a narrative risk assessment of the ability of the offered HMEE Type III to meet a 160 hour MTBEFF. The evaluation will be based on the credibility of the information provided for review to substantiate the offeror's claim of MTBEFF. Offerors who credibly propose an MTBEFF greater than 160 hours will be given credit only for the reduced risk of meeting this level of reliability. A reliability program which currently exists and exhibits credible application of reliability principles to the HMEE Type III will generally be considered to reduce risk.

M.6 FACTOR 2: LOGISTICS.

The Logistics evaluation will be based on information received in the written proposal. Logistics has five subfactors, Ease of Maintenance, Global Support, Transportability, Operator's Manual, and Training. Ease of Maintenance is significantly more important than Global Support, which is approximately equal in importance to Transportability. Transportability is more important than Operator Manual, which is approximately equal in importance to Training.

M.6.1 Subfactor 1 - Ease of Maintenance.

The government will evaluate the offeror's proposal and prepare a narrative risk assessment based on the probability that the offeror's system will minimize the maintenance burden on the Army units. Ease of Maintenance will be evaluated as follows:

a. Ease of Removal and Replacement/Modular Design.

We desire a vehicle designed for ease of removal and replacement of the major components/assemblies. A current vehicle offering modular components/assemblies and designed for ease of removal and replacement of components is a system which minimizes the maintenance burden on the Army units and will generally be considered a superior solution. We will compare your task times for removing and replacing the major and minor components listed in L.5.1 to the current system (Tractor, Wheeled, Industrial, NSN 2420-00-567-0135). Those vehicles

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offering equal to or longer task times will generally be considered to impose a progressively higher maintenance burden on the Army.

b. Diagnostics.

We desire the vehicle with the capability to diagnose the greatest number of mission essential fault conditions. A current vehicle offering completely embedded diagnostic capability is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering less than completely embedded diagnostic capability will generally be considered to impose a progressively higher maintenance burden on the Army.

c. Scheduled Maintenance.

We desire a vehicle that requires the least amount of scheduled maintenance. We will compare the number of tasks, frequency, parts cost, and man-hours associated with the required maintenance actions to the current system (Tractor, Wheeled, Industrial, NSN 2420-00-567-0135). A current vehicle offering fewer maintenance tasks, longer intervals, lower parts cost and fewer man-hours is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering equal to or more maintenance tasks, shorter intervals, higher parts cost and equal to or more man-hours will generally be considered to impose a progressively higher maintenance burden on the Army.

d. Tools.

We desire a vehicle that can be operated and maintained using the least number of tools. We also desire the lightest, smallest, and most cost effective tools. A vehicle requiring zero tools is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering more will generally be considered to impose a higher maintenance burden on the Army.

M.6.1.2 Subfactor 2: Global Support.

The Government will evaluate the offeror's proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide global repair parts availability for the HMEE Type III. A parts support capability which currently exists for the HMEE Type III, and is successfully operating, will generally be considered a superior solution. Proposed solutions that require more extensive changes/additions to the offeror's existing part support system may be considered as having progressively higher risk of credibly providing the required global parts support. The Government will also evaluate the offeror's proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide timely global technical services support for the HMEE Type III. A technical service network consisting of "selling and servicing" dealerships that employ technical service representatives who are certified by the HMEE Type III manufacturer and are immediately available to assist Army units at the locations listed in L.5.2a, for timely service support, will generally be considered a superior solution. Progressively higher risk of providing timely global technical service support may be assigned to offerors having either no, or few, "servicing and selling" dealerships which offer technical service representatives (certified by the manufacturer).

M.6.1.3 Sub-factor 3: Transportability.

M.6.1.3.1 We desire a vehicle that requires the least amount of disassembly and re-assembly, using the fewest tools, personnel, and equipment, and in the shortest time, to meet the C-130 air transportability requirements (in paragraph 3.4.3.3) of the PD. We will evaluate your proposal submission and assess the extent to which your proposed time for preparation for C-130 air transport is achievable, and meets the requirement of not more than 60 minutes. Offerors who are assessed as credibly offering less time than the maximum time in the PD, up to the desired performance of no preparation time for C-130 shipment will be provided additional credit in the evaluation; this could be an assigned advantage or a higher merit rating, or both. Offerors who receive credit in the evaluation for proposing less time than the maximum allowed will have the specific proposed time for C-130 preparation incorporated as a requirement of the resulting contract.

M.6.1.3.1 We also want to ensure the offeror understands MIL-STD-209 requirements for design of lift and tie down provisions. We will evaluate your understanding of, and technical approach to meeting, those transport requirements, and assess the risk of successfully meeting that requirement.

M.6.1.4 Subfactor 4 Operator's Manual

The Government will assess the proposal and assign an adjectival rating and risk rating indicating the likelihood that the offeror will deliver an acceptable operator's manual in accordance with the schedule. Offerors whose proposed baseline commercial operator's manual is assessed as requiring more significant modification may be assessed as progressively higher risk than offerors whose baseline operators manual requires less modification.

M.6.1.5 Subfactor 5 Training.

The Government will assess the offeror's proposal and prepare a narrative risk assessment based on the offeror's proposed method to minimize the training burden on the Army. Offerors who credibly propose progressively fewer than 40 hours to conduct effective training

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will be considered superior.

M.7 FACTOR 3: PRICE FACTOR

1. The Price Factor evaluation will consider the total evaluated price. The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

2. The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount shall include all CLINs and options, and estimated ICLS effort. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 14, and shall be calculated per Attachment 14. For clarification, we provide the following additional explanations of certain calculations that are on Attachment 14:

- a. ICLS effort:
 - (1) The total evaluated prices for material are based on direct material of \$500,000 for the base year (\$375,000 for the OCONUS contingency effort and \$62,500 for each of the non-contingency efforts) and \$1,000,000 for the option period (\$750,000 for the OCONUS contingency effort and \$125,000 for each of the non-contingency efforts), plus the offeror's proposed material handling factor(s).
 - (2) The total evaluated prices for labor include the following: Labor of 500 hours for the first year for each of the non-contingency labor requirements (CONUS and OCONUS), 1,000 a year for the option years for each of the non-contingency labor requirements (CONUS and OCONUS), 3,000 hours for the first year of OCONUS contingency labor requirement, and 6,000 hours for the option year of OCONUS contingency labor requirements, multiplied by the contractor's applicable proposed labor price per hour. (A total of 12,000 hours are included in the evaluated price.)
 - b. The first destination transportation charges for the vehicles will be included in the total evaluated price based on the simple average of the prices proposed per zone, multiplied by the total estimated vehicle quantity per year.

M.8 Factor 4 LOGISTIC PAST PERFORMANCE/SMALL BUSINESS PARTICIPATION (SEE L.6)

We will conduct a past performance evaluation to assess performance risks which are defined as those risks associated with your likelihood of success in performing the solicitation's requirements. This Factor has two Subfactors, Logistics Past Performance and Small Business Participation. Subfactor 1 is significantly more important than Subfactor 2.

M.8.1 Subfactor 1 - Logistics Past Performance.

The assessment of Past Performance will be based on the offeror's and logistics subcontractor's (if applicable) current and past record of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required logistic effort. When addressing performance risk, the Government will focus its inquiry on the offeror's and logistics subcontractor's record of performance as related to program requirements including:

M.8.1.1 Considerations: We will consider the record of the following for logistic data:

- a. Technical: Conformance to specifications and standards of good workmanship
- b. Schedule: Adherence to delivery schedules, program schedules, and problem solving ability.
- c. Business Relations: Responsiveness, reasonableness, cooperative behavior, communicative behavior, and commitment to customer satisfaction.

M.8.1.2 A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.8.1.3 In evaluating each offeror's performance history, the Government will look at the offeror's delivery performance, and that of the logistics subcontractor, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractor's fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.8.1.4 Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.

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M.8.2 Subfactor 2 - Small Business Participation

M.8.2.1 The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.8.2.2 The evaluation will include the following.

M.8.2.2.1 The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern):

M.8.2.2.2 The complexity of the items/services to be furnished by U.S. small business concerns;

M.8.2.2.3 An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offeror's proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and

M.8.2.3 Offerors are advised that they will be evaluated, under the Small Business Participation Subfactor, based upon the risk, and extent, of the offeror credibly achieving the Government's goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 23% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

*** END OF NARRATIVE M 001 ***

CONTRACT DATA REQUIREMENTS LIST

<u>Data Item Number</u>	<u>Title of Data Item</u>	<u>Subtitle</u>	<u>Contract Reference</u>
A001	Technical Report- Study/Services	Configuration Changes	C.4.1.6
A002	Engineering Change Proposal (ECP)	N/A	C.4.2
A003	Technical Report- Study/Services	Warraanty Implementation	C.5 d
A004	Logistics Management Information (LMI) Summaries	Maintenance Analysis	C.6.2.1
A005	LMI Summary	NMWR Candidate List	C.6.2.2.1
A006	LMI Summary	NMWR Data Summary	C.6.2.2.3
A007	LMI Data Products	Provisioning Parts List	C.6.2.4.1
A008	LMI Data Products	Provisioning Illustrations	C.6.2.4.3
A009	LMI Data Products	Provisioning Illustrations	C.6.2.4.4
A010	LMI Data Products	Screening results	C.6.2.5.2
A011	Logistics Management Information (LMI) Data Products	Packaging Instructions	C.6.2.4.2, C.4.1.5
A012	Special Packaging Instructions	N/A	C.6.2.4.3, C.4.1.5
A013	Scientific and Technical Reports	Packaging Test Reports	C.6.2.4.4, C.4.1.5
A014	Supplemented COTS Manuals Data	COTS/SD Operator TM	C.6.2.6.1
A015	Electronic Technical Manuals	Operator's Manual	C.6.2.6.1.6
A016	Repair Parts and Special Tools List (RPSTL)	RPSTL (-23P)	C.6.2.5.1
A017	COTS Manual & Associated Supplemental Data	COTS Maint. Manual	C.6.2.6.1
A018	Electronic Technical Manuals	Maint & RPSTL Manuals	C.6.2.6.1.6
A019	COTS Manual & Associated Supplemental Data	COTS TM's	C.6.2.6.1.8
A020	Training Materials	Training Course Outline	C.6.2.7.2.1
A021	Training Materials	Lesson Guides	C.6.2.7.2.2
A022	Training Materials	Lesson guides	C.6.2.7.2.2.2
A023	Training Materials	Student Attendance Report	C.6.2.7.2.3
A024	Technical Report- Study/Services	Diagnostic Testability Anal	C.7
A025	Special Equipment Tools & Test Equipment List	N/A	C.8
A026	Transportability Report	N/A	C.9
A027	Safety Assessment Report	N/A	C.10
A028	Hazardous Material Management Program Report	N/A	C.11
A029	Contract Field Service Report	Field Service Rep (FSR)	C.13

<u>Data Item Number</u>	<u>Title of Data Item</u>	<u>Subtitle</u>	<u>Contract Reference</u>
A030	Camouflage Line Art Data	N/A	C.16
A031	Failure Analysis & Corrective Action Report	Corrective Action Report	E.5
A026	Technical Report- Study/Services	Warranty Implemenation	C.5

These are the states included in each zone:

<u>FIRST ORDERING PERIOD</u>	<u>ZONE PRICE</u>
Zone 1: Washington, Oregon, Idaho	\$ _____
Zone 2: California, Nevada	\$ _____
Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska	\$ _____
Zone 4: Utah, Arizona, Colorado, New Mexico	\$ _____
Zone 5: Minnesota, Wisconsin, Iowa, Michigan	\$ _____
Zone 6: Kansas, Oklahoma, Missouri, Arkansas	\$ _____
Zone 7: Texas, Louisiana	\$ _____
Zone 8: Illinois, Indiana, Ohio, Kentucky	\$ _____
Zone 9: Tennessee, Mississippi, Alabama	\$ _____
Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut	\$ _____
Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia	\$ _____
Zone 12: North Carolina, South Carolina, Georgia, Florida, Puerto Rico	\$ _____

<u>SECOND ORDERING PERIOD</u>	<u>ZONE PRICE</u>
Zone 1: Washington, Oregon, Idaho	\$ _____
Zone 2: California, Nevada	\$ _____
Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska	\$ _____
Zone 4: Utah, Arizona, Colorado, New Mexico	\$ _____
Zone 5: Minnesota, Wisconsin, Iowa, Michigan	\$ _____
Zone 6: Kansas, Oklahoma, Missouri, Arkansas	\$ _____
Zone 7: Texas, Louisiana	\$ _____
Zone 8: Illinois, Indiana, Ohio, Kentucky	\$ _____
Zone 9: Tennessee, Mississippi, Alabama	\$ _____
Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut	\$ _____
Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia	\$ _____
Zone 12: North Carolina, South Carolina, Georgia, Florida, Puerto Rico	\$ _____

<u>THIRD ORDERING PERIOD</u>	<u>ZONE PRICE</u>
Zone 1: Washington, Oregon, Idaho	\$ _____
Zone 2: California, Nevada	\$ _____
Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska	\$ _____
Zone 4: Utah, Arizona, Colorado, New Mexico	\$ _____
Zone 5: Minnesota, Wisconsin, Iowa, Michigan	\$ _____
Zone 6: Kansas, Oklahoma, Missouri, Arkansas	\$ _____
Zone 7: Texas, Louisiana	\$ _____
Zone 8: Illinois, Indiana, Ohio, Kentucky	\$ _____
Zone 9: Tennessee, Mississippi, Alabama	\$ _____
Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut	\$ _____
Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia	\$ _____
Zone 12: North Carolina, South Carolina, Georgia, Florida, Puerto Rico	\$ _____

<u>FOURTH ORDERING PERIOD</u>	<u>ZONE PRICE</u>
Zone 1: Washington, Oregon, Idaho	\$ _____
Zone 2: California, Nevada	\$ _____
Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska	\$ _____
Zone 4: Utah, Arizona, Colorado, New Mexico	\$ _____
Zone 5: Minnesota, Wisconsin, Iowa, Michigan	\$ _____
Zone 6: Kansas, Oklahoma, Missouri, Arkansas	\$ _____
Zone 7: Texas, Louisiana	\$ _____
Zone 8: Illinois, Indiana, Ohio, Kentucky	\$ _____
Zone 9: Tennessee, Mississippi, Alabama	\$ _____
Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut	\$ _____
Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia	\$ _____
Zone 12: North Carolina, South Carolina, Georgia, Florida, Puerto Rico	\$ _____

<u>FIFTH ORDERING PERIOD</u>	<u>ZONE PRICE</u>
Zone 1: Washington, Oregon, Idaho	\$ _____
Zone 2: California, Nevada	\$ _____
Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska	\$ _____
Zone 4: Utah, Arizona, Colorado, New Mexico	\$ _____
Zone 5: Minnesota, Wisconsin, Iowa, Michigan	\$ _____
Zone 6: Kansas, Oklahoma, Missouri, Arkansas	\$ _____
Zone 7: Texas, Louisiana	\$ _____
Zone 8: Illinois, Indiana, Ohio, Kentucky	\$ _____
Zone 9: Tennessee, Mississippi, Alabama	\$ _____
Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut	\$ _____
Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia	\$ _____
Zone 12: North Carolina, South Carolina, Georgia, Florida, Puerto Rico	\$ _____